



C0882-OTH-01729

\*revised

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## I-405 Sepulveda Pass Widening Project

October 6, 2015

Mr. Brian Stilley  
Construction Services Branch Chief  
**General Services Administration, Los Angeles Service Center**  
300 North Los Angeles Street  
Suite 4300  
Los Angeles, CA 90012

**Reference:** C0882 I-405 Sepulveda Pass Widening Project

**Subject:** Certificate of Substantial Completion / Relief of Maintenance

Dear Mr. Stilley:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is hereby notifying the General Services Administration (GSA) that the Certificate of Substantial Completion for the work completed on the I-405 Sepulveda Pass Widening Project was issued to Kiewit Infrastructure West Co. (Kiewit) on September 18, 2015. Per Contract Section 5.17, effective as of the date of Substantial Completion, Kiewit is relieved of the maintenance liability and the GSA shall assume maintenance responsibilities within the GSA property at its own cost and expense.

The following are key milestones and please note that LACMTA will be tentatively issuing a Certificate of Final Acceptance in mid-March 2016.

- Punch List Completion Deadline – Kiewit shall achieve Punch List Completion within ninety (90) days after the date of Substantial Completion.
- Final Acceptance Deadline – Kiewit shall achieve Final Acceptance within ninety (90) days after the date of Punch List Completion.
- Landscape Acceptance - Kiewit's landscape maintenance obligations and Plant Establishment will terminate 8 months after Substantial Completion.

In the event you should have any questions or comments, please do not hesitate to contact me.

Sincerely,

(b) (6)

Nazem Moussa  
Project Director  
**Los Angeles County Metropolitan Transportation Authority**

(b) (7)(F)

(b) (7)(F)

(b) (7)(F)

In Reply, Please Refer to  
File No.

April 6, 2012

Terry Martinez, P.E.  
Wilshire Segment Manager  
I-405 Sepulveda Pass  
Widening Project  
6060 Center Drive  
Los Angeles, CA 90045

Dear Terry,

As we discussed, the Project 4 (b) (7)(F)  
(b) (7)(F) is a customized appliance that is assembled and  
configured by (b) (7)(F) to the (b) (7)(F) unique  
specifications. Select members of the (b) (7)(F) team have  
been granted (b) (7)(F) for the purpose of  
working on such projects. As such, this particular (b) (7)(F)  
(b) (7)(F) is now qualified as a "sole-source" procurement from  
(b) (7)(F)

Sincerely,

(b) (6)

(b)(6) (b)(7)(C)



C0882-OTH-00032

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I-405 Sepulveda Pass Widening Project

November 16, 2009

Mr. Brian Stilley  
Deputy Director Construction Services Branch  
**U.S. General Services Administration**  
300 N. Los Angeles St., 4100  
Los Angeles, CA 90012-3308

Re: **C0882 I-405 Sepulveda Pass Widening Project**  
**Revocable License for Non-Federal Use of Real Property**

Dear Mr. Stilley:

The Los Angeles County Metropolitan Transportation Authority (Metro) is pleased to transmit the signed copy of the Revocable License for Non-Federal Use of Real Property requested by the United States General Services Administration.

Please note the license is signed by myself, as Metro holds the construction contract with Kiewit Pacific Company.

Please do not hesitate to contact myself or Brett Barnett at (310) 846-3524 for additional clarifications.

Sincerely,

(b) (6)

Michael A. Barbour  
Executive Officer  
Highway Project Management  
**Metropolitan Transportation Authority**  
Work: (310) 846-3522

Attachments:  
Revocable License (Completed Original)

Cc:  
Brett Barnett

**REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**
**1. LICENSE NO.**

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all conditions, special and general, hereinafter enumerated.

**2. NAME OF LICENSEE**

W3 Caltrans/Metro

**3. ADDRESS**

 6060 Center Dr. (2nd Floor)  
 Los Angeles CA 90045

**4. PROJECT DESIGNATION AND ADDRESS**

Caltrans I-405 Expansion and Sepulveda Off-Ramp

**5. MAXIMUM PERIOD COVERED**

See attached Supplement.

**6. CONSIDERATION**

See attached Supplement

**7. DESCRIPTION OF PROPERTY AFFECTED**

Certain real property, including subsurface, located at 11000 Wilshire Boulevard, Los Angeles, more specifically described in Exhibit A.

**8. PURPOSE OF LICENSE**

The purpose of the License is to provide the Licensee with access and use of certain real property described in Exhibit A during the timeframe designated in item 5 above to perform geotechnical investigation needed for the design of the off-ramp described in item 4 above. Such geotechnical investigation shall be limited to the following boring (up to maximum of 4), pot holing (up to maximum of 4 at each boring site), cone penetration test and ground penetrating radar (GPR).

By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

**I. SPECIAL CONDITIONS**

See attached Supplemental Conditions to this License.

That condition(s) No.(s) **II. f.** was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR		LICENSEE	
DATED	THIS 19 <sup>th</sup> DAY OF Nov 2009	ACCEPTED	THIS 13 <sup>th</sup> DAY OF Nov 2009
BY (Sign)	(b) (6)	BY (Signature)	(b) (6)
TITLE	CONTRACTING OFFICER	TITLE	Executive Officer, Highway Project Management
TITLE	GENERAL SERVICES ADMINISTRATION	TITLE	

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

**CERTIFICATE OF CORPORATE LICENSEE**

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as licensee herein; that \_\_\_\_\_ who signed said license on behalf of the licensee was the \_\_\_\_\_ of said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(CORPORATE)  
 (SEAL )

Signature



## II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property or personal property of any invitee located on the property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

e. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

f. **OPERATION.** The license shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

g. **NOTICE.** Any property of the licensee installed or located on the property affected by this license shall be removed upon 30 days written notice from GSA.

h. **GUARANTEE DEPOSIT.** Any deposit which may

be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

i. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

j. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

k. **REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

l. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

## SUPPLEMENT ONE TO THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Insert the following provisions as though fully set forth in Section I, SPECIAL CONDITIONS of License:

1. **TERM.** The term of this License shall run from 12/1/09 through 1/31/2010. Access to the site and any work done shall be limited to the hours of 8:00 p.m. to 3:00 a.m. In the event that Licensee proposes to close the drive aisle closure to the loading docks, then Licensee shall request, by written notice 72 business hours in advance the, approval of Licensor's Building Manager whose approval shall not be unreasonably withheld or delayed. In the event that Licensor's Building Manager determines that the closure will unreasonably interfere with the mission of the building occupants, then Licensor shall notify the Licensee who shall request alternative access.
2. **SECURITY CLEARANCES.** There will be security screening/clearance requirements for any Caltrans employees or contractors who will carry out Geotechnical investigation work. GSA will work together with Caltrans on the requirements for security clearances.
3. **CONDITION OF THE PREMISES.** The subject property including surface and subsurface, as shown on Exhibit A to this Supplement One are provided "as is" without any kind of warranty or representation as to the quality or condition of the property, suitability of the property for the exploratory work contemplated herein or the availability of utilities.
4. **"AS BUILT" DRAWINGS.** Licensee hereby acknowledges that Licensor is providing certain "as built" engineering drawings at the request of Licensee. An index describing these drawings is attached hereto as Exhibit B and shall be supplemented from time to time as drawings are provided. Licensor does not make any representation about the accuracy of the drawings provided to Licensee or any other information or material furnished by the Government or its representatives, whether oral or written, express or implied. The Government shall not be responsible for any interpretation or conclusion drawn by Licensee from the "as built" engineering drawings. Licensee agrees that it will or has made such independent investigation and inspection it deems necessary or appropriate to avoid any damage to the Property, utilities or improvements located on or under the Property. In the event that Licensee determines there are any inaccuracies in the drawings provided herein or encounters any subsurface or latent physical conditions which differ from those indicated on the drawings, Licensee shall annotate the drawings with such information and provide a copy of the annotated drawings to the Licensor as promptly as possible.

5. **GEOTECHNICAL REPORT.** As consideration for the issuance of this License, Licensee shall provide a courtesy copy of the final geotechnical report or other reports prepared as a result of the exploratory work on the Property to Licensors within 30 days of completion.
6. **MAINTENANCE.** Licensee is responsible for maintaining the subject property, in a decent, safe, and sanitary manner, free of debris and hazards, or conditions that would cause subsidence, injury or harm to persons or property. Licensee shall ensure that all geotechnical activities are conducted in a safe manner so as to avoid harming visitors, invitees, guests, neighbors, tenants, or others using the 11000 Wilshire Federal Building (the "Federal Building") in Los Angeles, CA. At the conclusion of work each day, Licensee shall restore the site to or maintain it in a manner that is safe for visitors, invitees, guests, neighbors, tenants, or others to the subject property. Licensee's equipment, including vehicles, shall only be located on the site at designated parking stalls. The location of designated parking stalls will be determined by the Federal Building's Building Manager. The Federal Building's Building Manager, Dana Macfarlane, must first approve any and all alterations to the subject property in writing. The Federal Building's Building Manager may be reached at (310) 235-6239 or (213)215-6314.
7. **TRAFFIC CONTROL.** Caltrans will provide a means for managing the increased traffic entering and exiting the Federal Site due to the Project so that Federal operations, including deliveries to the Federal Building and ingress/egress of (b) (7) vehicles, are not adversely impacted during construction. Ingress and egress at Sepulveda Boulevard from November through January is of particular concern to the (b) (7).
8. **INGRESS/EGRESS.** Uninterrupted and undiminished ingress/egress by any means (vehicular, pedestrian, bicycle, etc.) to the entire Federal Site must be maintained at all times during and after construction, including the loading docks at the (b) (7)(F) and Federal Building. This includes ingress and egress to Sepulveda Boulevard and Veterans Boulevard. Access must be ensured on a 24 hour basis. A minimum of two ingress/egress locations shall be provided to the (b) (7)(F).
9. **NO HAZARDOUS MATERIALS.** The Licensee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, as that term is most liberally defined under applicable law, on the subject property.
10. **RESTORATION OF THE SITE.** The Licensee, at its own cost, shall restore the subject property the same condition that it was found at the beginning of the term of the License and in a condition acceptable to the Federal Building's Building Manager. The subject property shall be completely restored on or before the last day of the term of this License. If the Licensee cancels, suspends, abandons or otherwise fails to complete the approved project, then

Licensee shall, at its sole cost, immediately restore the site to its original condition.

11. **LIABILITY.** Licensee shall indemnify, defend, protect and hold harmless the United States of America, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to the property of others directly or indirectly due to the exercise by the Licensee of the privilege granted by the License, or any other act or omission of the Licensee, including the failure to comply with any term of this License, as supplemented. During the term of the License, the Licensee shall maintain a policy of comprehensive general public liability insurance, in which the United States of America shall be named as an additional insured, covering all of the operations and activities on the subject property.
12. **COORDINATION AND APPROVAL OF GSA.** Licensee shall coordinate all activities with the Federal Building's Building Manager to ensure that Licensee's activities do not interfere with the mission of the Federal Government, as determined by the Federal Government. In the event that the Federal Building's Building Manager determines that certain activities are inconsistent with the mission of the Federal Government, notwithstanding any other provision of this License, he/she may order the Licensee to immediately cease such activities.
13. **CANCELLATION.** This License may be canceled by either party by giving the other party written notice of intent to cancel at least 3 days prior to the effective date of cancellation.
14. **GOVERNMENT MAY ENTER THE SUBJECT PROPERTY.** The United States of America reserves the right for its employees, agents, and contractors to enter the subject property at any time to inspect for compliance with the terms of this License or in any emergency situation. Licensee waives any and all claims against the Government on account of such entry.
15. **LICENSEE SHALL NOT ASSIGN THE LICENSE NOR SUBLET THE SUBJECT PROPERTY.** Licensee shall not assign this License nor shall Licensee sublet the subject property. Any such action shall cause the License to immediately terminate.
16. **COMPLIANCE WITH LAWS.** Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to its activities on or connected with the subject property. Licensee also shall obtain applicable permits from the city, county, or other applicable authority prior to using the subject property.

17. **SECURITY.** Licensee acknowledges that the subject property is adjacent to multiple United States Federal Buildings and thus agrees to cooperate with any, and in some instances facilitate and implement at no cost to the Licensor, security measures adopted by the Licensor, provided that these measures do not interfere with the safe operation of the facilities. In no event shall Licensee interfere with Licensor's efforts to secure its property.
18. **GENERAL CONDITIONS OF THE LICENSE.** The Licensee shall comply with all of the General Conditions of the License, as set forth on the reverse of the REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY, GSA Form 1582 (7-68).



## Exhibit A

### Description of Property

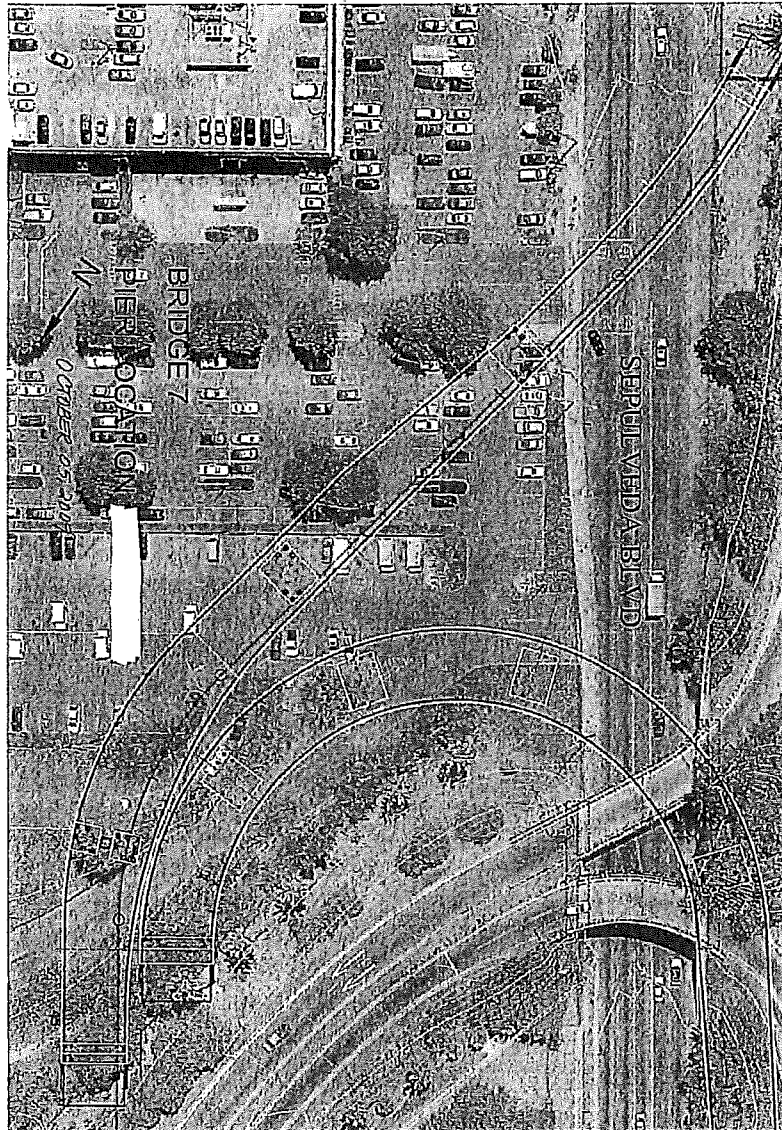


Exhibit B

Index of "as built" drawings

(b) (7)(F)



## Exhibit C

### Document Security for Sensitive but Unclassified (SBU) building information

Notice is hereby given that documents, drawings and other information as described on Exhibit B attached hereto are considered Sensitive But Unclassified building information ("SBU building information"). Licensee agrees that the SBU building information must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include State and local government entities, and nongovernment entities engaged in work pursuant to this License. Licensee also agrees that a copy of this Exhibit including the attached "Document Security Notice" must be provided to all recipients who must acknowledge receipt by executing the Document Security Notice. Copies of the executed Document Security Notice shall be provided to GSA within 30 days after termination of this License.

#### Record keeping

As consideration for this License, Licensee agrees that it shall maintain a list of the government entities and the firms to which SBU is disseminated pursuant to this License. This list must include at a minimum (1) the name of the State, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once the work permitted under this License is completed, Licensee must collect all lists maintained in accordance with this clause and submit them to GSA within 30 days after termination of this License.

#### Destroying SBU building information

Licensee agrees that all SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to GSA, when no longer needed. If SBU building information is not returned to the GSA, examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.

#### Notice of disposal

Licensee must notify the GSA, in writing within 30 days after expiration of the License, that all SBU building information has been destroyed, or returned to the GSA, by Licensee in accordance with this clause.

## **Exhibit D**

### **DOCUMENT SECURITY NOTICE**

This License includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this License are intended for use by authorized users only. In support of this requirement, GSA requires recipients to exercise reasonable care when handling documents relating to SBU building information.

#### **REASONABLE CARE:**

**1. Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is authorized to receive it. The criterion to determine authorization is need-to-know. Those with a need-to-know are those who are specifically granted access for the conduct of business pursuant to this License. This includes all persons or firms necessary to do work at the request of CalTrans, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that CalTrans deems necessary in order to submit an offer/bid or to complete the work or contract.

**Note:** It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business. The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; and

(b) Verification of a valid DUNS Number against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpd.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; and

(c) A Valid IRS Tax ID Number of the company requesting the information; and, as necessary

(d) A Valid picture state driver's license shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

2. **Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the License, contract(s) for the geotechnical investigation conducted pursuant to the License and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins and removing material from computer hard drives using a permanent erase utility or similar software.

3. **Term of Effectiveness.** The efforts required above shall continue throughout the entire term of the License, contract(s) for the geotechnical investigation and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

4. **Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.

Signature: (b) (6)

Title: Executive Officer, Highway Project Management

Date: 13 Nov 2008

Copy of business license attached

DUNS Number: \_\_\_\_\_

Verified: Yes No

IRS Tax ID Number \_\_\_\_\_





Terry Martinez  
<terry\_martinez@dot.ca.gov>

To <Rebecca.Martinez@gsa.gov>

cc <BARBOURM@metro.net>

bcc

03/25/2011 06:56 AM

Subject 21 Day Notification

History:  This message has been replied to.

Good morning Rebecca,

FYI, I will be taking over Steven Murray and will be working closely with you regarding all issues with the GSA. As I try to pick up where Steve left off, please let me know if there are any pending issues that need my immediate attention.

I look forward to working with you in trying to resolve all issues as quickly as possible.

On another note, I would like to get your understanding of what the 21 day notification requirement from GSA and the (b) (7)(F) consists of.

Thank you.

Terry Martinez, P.E.  
Route 405 Design-Build Team  
Integrated Project Office (IPO)  
6060 Center Drive  
Los Angeles, CA 90045  
310.846.2360



**Metro**

C0882-OTH-00829

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**I-405 Sepulveda Pass Widening Project**

June 23, 2011

Ms. Rebecca Martinez  
Project Manager  
GSA – Los Angeles Service Center  
1100 Wilshire Boulevard  
Los Angeles, CA 90024

**Reference:** C0882 I-405 Sepulveda Pass Widening Project

**Subject:** 21-Day Advance Notification for Construction Work at General Services  
Administration (GSA)

Dear Ms. Martinez:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is furnishing a formal 21-Day Advance Notification for the construction work of Project #2 involving Southern California Edison (SCE) Relocation Power Vault/Joint Trench along Sepulveda Boulevard.

Please note that per our meeting on June 7, 2011, it was mutually agreed that immediate notification was to be provided for disruption to Federal Building driveway access from Sepulveda Blvd or power disruption to the Federal Building as provided in the revised Project #2 schedule, attached herewith for your information.

LACMTA appreciates GSA's commitment to this project and continuously working with LACMTA through this detailed process.

Sincerely,

(b) (6)

Michael A. Barbour  
Executive Officer  
Highway Project Management  
Los Angeles County Metropolitan Transportation Authority

MAB:tm

GSA  
West LA Field Office  
2011 JUN 23 PM 12:54



Rebecca E.  
Martinez/CONTRACTOR/9P/R09/GSA/GOV  
06/07/2011 08:53 AM

To terry\_martinez@dot.ca.gov  
cc Brian E. Stilley/9PL/R09/GSA/GOV, Dana L. Macfarlane/9PLW/R09/GSA/GOV@GSA,  
(b)(6) (b)(7)(C), (b)(6) (b)(7)(C), (b)(6) (b)(7)(C),  
BARBOURM@metro.net  
bcc  
Subject MTA/Kiewit - I405 Project #2 Work Plan - Formal Response

HelloTerry,

Please see our attached formal approval response.

Thank You.



MTA Letter - Ms. Martinez 6-7-11.pdf

Rebecca Martinez  
Project Manager - KMEA  
GSA - Los Angeles Service Center  
213-894-0315 (office)  
213-894-6629 (fax)  
(b) (6) (cell)



June 7, 2011

Ms. Terry Martinez  
**LOS ANGELES COUNTY**  
**METROPOLITAN TRANSPORTATION AUTHORITY**  
HIGHWAY PROJECT MANAGEMENT  
LOS ANGELES, CA

Re: Metro/Caltrans – I405 Sepulveda Pass Widening Project  
I-405 Wilshire Blvd. Exit Flyover  
Wilshire Federal Building  
11000 Wilshire Blvd.  
Los Angeles, CA 90024

Dear Ms. Martinez,

This letter will serve as our formal response to Metropolitan Transportation Authority (MTA) regarding Project #2 – (b) (7)(F) which includes work along (b) (7)(F)

We have reviewed the provided Project #2 MTA/Kiewit work plan submittal, which included project scope of work, work schedule and locations of work. Requirements set by GSA and the (b) (7)(F) requested MTA/Kiewit provide 21 day advance notification of disruption to Federal Building (b) (7)(F) disruption to the Federal Building. GSA requested necessary review time for provided work plan, after which a formal response would be provided to MTA.

At this time GSA (b) (7)(F) have reviewed provided work plan and reviewed MTA/Kiewit provided comments. After such review it is our understanding, MTA/Kiewit will ensure all work associated with the Sepulveda Blvd (b) (7)(F) installation activities to follow provided work plan dated 4-14-2011 as well as project protection action plan dated 5-13-2011. At this time, we extend our approval to MTA to begin the 21 day notification in preparation for installation of (b) (7)(F) located along (b) (7)(F)



GSA Construction Services Branch

We would like to thank you for the time and effort expended in the preparation of the requested information and for your assistance during this process.

Sincerely, .

(b) (6)

Rebecca Martinez  
Project Manager  
GSA - Los Angeles Service Center

cc:

Mike Barbour – MTA

Brian Stilley - GSA

Dana Macfarlane – GSA

(b)(6) (b)(7)(C)

U.S. General Services Administration  
300 N. Los Angeles Street, Suite 4100  
Los Angeles, California 90012  
[www.gsa.gov](http://www.gsa.gov)





Rebecca E.  
Martinez/CONTRACTOR/9P/R09/GSA/GOV  
06/03/2011 11:13 AM

To Eric.Worrell@dot.gov, BARBOURM@metro.net, terry\_martinez@dot.ca.gov  
cc Patricia Y. Chang-Lynn/9P/R09/GSA/GOV@GSA, Brian E. Stilley/9PL/R09/GSA/GOV,  
Dana L. Macfarlane/9PLW/R09/GSA/GOV@GSA, Jeffrey L.  
Brown/9PLW/R09/GSA/GOV@GSA, Marilyn M. Paik/9L/R09/GSA/GOV@GSA  
bcc  
Subject Signed License to Enter Agreement - I-405 Wilshire Exit - Utility Investigation

All,

Please see the attached fully executed License to Enter agreement. Note, Item #12 copy of liability insurance to be received.  
Let me know if you have any questions,

Thank You.



Signed - Utl Revocable License for Non-Federal use of Real Property 6-2011.pdf

Rebecca Martinez  
Project Manager - KMEA  
GSA - Los Angeles Service Center  
213-894-0315 (office)  
213-894-6629 (fax)  
(b) (6) (cell)

Transmittal #: C0882-OTH-00808

DATE: 06.01.2011

FROM: M. Barbour, Executive Officer  
Highway Project Management

**LETTER  
OF TRANSMITTAL**



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TO: Mr. Brian Stilley  
300 N. Los Angeles St., Ste 4100  
Los Angeles, CA 90012

ATTENTION: Mr. Brian Stilley, Deputy Director

CONTRACT / TITLE: C0882 / I-405 Sepulveda Pass Widening Project

REFERENCE: I-405 Utility Investigation Work at the GSA

SUBJECT: Revised License to Enter Agreement

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**NOTES:**

- ☐ FOR YOUR RECORDS
- ☒ PLEASE PROCESS
- ☐ SIGN & RETURN (1 Original)
- ☐ DOCUMENTS ENCLOSED

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SIGNED:

(b) (6)

M. Barbour, Executive Officer  
Highway Project Management

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REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY	1. LICENSE NO.
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A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE Los Angeles County Metropolitan Transportation Authority	3. ADDRESS 6060 Center Drive, 2 <sup>nd</sup> Floor Los Angeles, Ca 90045
---------------------------------------------------------------------------------	---------------------------------------------------------------------------------

4. PROJECT DESIGNATION AND ADDRESS Caltrans I-405 Expansion and Sepulveda Off-Ramp	5. MAXIMUM PERIOD COVERED 70 Days - <b>EXTENDED 30 DAYS AS OF JULY 27, 2011</b> See attached Supplement.
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6. CONSIDERATION See attached Supplement
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7. DESCRIPTION OF PROPERTY AFFECTED  Certain real property, including surface, subsurface and underground vaults, located at 11000 Wilshire Boulevard, Los Angeles, more specifically described in Exhibit A.
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8. PURPOSE OF LICENSE The purpose of the License is to provide the Licensee with access to and use of certain real property described in Exhibit A during the period designated in item 5 above to perform certain underground utility investigation in connection with the project described in item 4 above. Such underground utility investigation shall be limited to the following pot holing (up to maximum of 18 as described in Exhibit A), ground penetrating radar (GPR), access to telecommunication manholes, access to vaults and remove/replace (1) existing bollard. In the event Utility Investigation requires additional potholing or subsurface work, Licensee shall provide a detailed work plan for Licensors written approval. Work plan to include quantity of potholing, location of subsurface work, description of work and schedule. Allow access to the site to undertake site preparation activities fencing, K-rail installation, pot-holing, geotechnical drilling, ground penetrating radar and clearing.
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By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS See attached Supplemental Conditions to this License, Exhibits A, B and C.
-----------------------------------------------------------------------------------------------------

**SUBMITAL #5 IS APPROVED FOR ADDITIONAL POT HOLING, GPR AND SITE INVESTIGATION AND WAS FORWARDED 7/26/11 AS ADDITIONAL WORK.**

That condition(s) No.(s)	II. f.	was (were) deleted before the execution of this license.
GENERAL SERVICES ADMINISTRATION LICENSOR		LICENSEE
DATED THIS <b>2ND</b> DAY OF <b>JUNE</b> 2011	ACCEPTED THIS <b>1st</b> DAY OF <b>JUNE</b> 2011	
BY (Signature) <b>(b) (6)</b>	BY (Signature) <b>(b) (6)</b>	
TITLE <del>CONTRACTING OFFICER</del> <b>DEPUTY DIRECTOR</b>	TITLE <b>Executive Officer</b>	
TITLE GENERAL SERVICES ADMINISTRATION	TITLE <b>Highway Project Management</b>	

If Licensee is a Corporation, the following Certificate of Licensee must be executed: CERTIFICATE OF CORPORATE LICENSEE
----------------------------------------------------------------------------------------------------------------------------

I, _____, certify that I am the _____ Secretary of the corporation named as licensee herein; that _____ who signed said license on behalf of the licensee was the _____ of said corporation ; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers. (CORPORATE) (SEAL )
------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Signature
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## II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property or personal property of any invitee located on the property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

e. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

f. **OPERATION.** The license shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

g. **NOTICE.** Any property of the licensee installed or located on the property affected by this license shall be removed upon 30 days written notice from GSA.

h. **GUARANTEE DEPOSIT.** Any deposit which may

be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

i. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

j. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

k. **REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

l. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

## SUPPLEMENT ONE TO THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Insert the following provisions as though fully set forth in Section I, SPECIAL CONDITIONS of License:

1. **TERM.** The term of this License shall run from 5/29/11 through ~~8/7/11~~ but in no event shall exceed a period of 70 days. Access to the site for non-invasive investigation work shall be scheduled with Building Manager and completed during business hours. Access to the site for subsurface work shall be scheduled with Building Manager and shall be limited to the hours of 8:00 p.m to 3:00 a.m. No work shall close access to driveways or drive aisles or access to loading docks. In the event that Licensee proposes to close the drive aisle closure to the loading docks, then Licensee shall request, by written notice 21 days in advance, approval of Licensor's Building Manager whose approval shall not be unreasonably withheld or delayed. In the event that Licensor's Building Manager determines that the closure will unreasonably interfere with the mission of the building occupants, then Licensor shall notify the Licensee who shall request alternative access. Licensee shall provide final utility investigation schedule to the Federal Building Manager, Dana Macfarlane prior to start of work and after receipt of all approved security clearances. Final schedule shall outline all day-to-day activities for the duration of the utility investigation in accordance with set activities represented in draft schedule provided in Exhibit A.  
  
SEPT. 6, 2011  
(b) (6)
2. **SECURITY CLEARANCES.** There will be security screening/clearance requirements for all Caltrans employees or contractors who will carry out Utility investigation work. GSA will work together with Caltrans on the requirements for security clearances. Approved security clearances must be obtained prior to start of work. Licensee will require additional (b) (7)(F) clearances for areas located within the Federal Building.
3. **CONDITION OF THE PREMISES.** The subject property including surface, subsurface and underground vaults, as shown on Exhibit A to this Supplement One are provided "as is" without any kind of warranty or representation as to the quality or condition of the property, suitability of the property for the exploratory work contemplated herein or the availability of utilities.
4. **"AS BUILT" DRAWINGS.** Licensee hereby acknowledges that Licensor has provided on November 9, 2009 certain "as built" engineering drawings at the request of Licensee. An index describing these drawings is attached hereto as Exhibit B and shall be supplemented from time to time as drawings are provided. Licensor does not make any representation about the accuracy of the drawings provided to Licensee or any other information or material



furnished by the Government or its representatives, whether oral or written, express or implied. The Government shall not be responsible for any interpretation or conclusion drawn by Licensee from the "as built" engineering drawings. Licensee agrees that it will or has made such independent investigation and inspection it deems necessary or appropriate to avoid any damage to the Property, utilities or improvements located on or under the Property. In the event that Licensee determines there are any inaccuracies in the drawings provided herein or encounters any subsurface or latent physical conditions which differ from those indicated on the drawings, Licensee shall annotate the drawings with such information and provide a copy of the annotated drawings to the Licensor as promptly as possible.

5. **DOCUMENT SECURITY PROTOCOL.** Because of the ongoing operations of the Federal Site, documents disclosing the location of underground utilities and documents detailing security plans, are sensitive but unclassified and shall therefore be distributed by the parties on a need to know basis and in accordance with the procedures set forth in Exhibits C & D.
6. **UTILITY REPORT.** As consideration for the issuance of this License, Licensee shall provide copies of final utility reports or other reports prepared as a result of the work conducted pursuant to this license within 30 days of completion of utility investigation. Such report shall include as-built drawings recording identified underground utility locations, telecommunication locations, electrical conduit locations and to provide design intent drawings capturing scope of work for (b) (7)(F) and new anti-climb fence.
1. Drawings shall be submitted on half size (11"x17") paper and in PDF, and digital 3D files shall be provided in ACAD 2008 format. The documents to be submitted to GSA at Licensee sole cost and expense will include, but are not limited to, the following:
  - a. Site Survey with all known on-site and off-site utility and topographical data including all site landmarks within 200 feet of the Federal Site or directly affecting the Site.
  - b. Utility Site Plan indicating relocations of utilities in conflict with overpass structure.
  - c. 3-D visualization of overpass design including existing site features designed to scale.
  - d. Subsurface survey showing underground utilities and electrical vaults.
  - e. Plan incorporating (b) (7)(F), and related electrical infrastructure into the overall project design.
  - f. Plan for design, construction, and relocation of (b) (7)(F)
  - g. Plan for design and installation of Anti-Climb Fence.
  - h. Plan for design and relocation/installation of bollards.

7. **MAINTENANCE.** Licensee shall ensure that all utility investigation activities are conducted in a safe manner so as to avoid harming visitors, invitees, guests, neighbors, employees, tenants, or others using the 11000 Wilshire Federal Building (the "Federal Building") in Los Angeles, CA. At the conclusion of work each day, Licensee shall restore the site to or maintain it in a manner that is safe for visitors, invitees, guests, neighbors, employees, tenants, or others to the subject property. Licensee's equipment, including vehicles, shall only be located on the site at designated parking stalls. The location of designated parking stalls will be determined and approved in writing by the Federal Building's Building Manager Dana Macfarlane. The Federal Building's Building Manager may be reached at (310) 235-6239 or (213)215-6314.
8. **TRAFFIC CONTROL.** Caltrans will provide a means for managing the increased traffic entering and exiting the Federal Site due to the Project so that Federal operations, including deliveries to the Federal Building and ingress/egress of (b) (7) vehicles, are not adversely impacted during construction. Ingress and egress at Sepulveda Boulevard from November through January is of particular concern to the (b) (7).
9. **INGRESS/EGRESS.** Uninterrupted and undiminished ingress/egress by any means (vehicular, pedestrian, bicycle, etc.) to the entire Federal Site must be maintained at all times during and after construction, including the loading docks at the (b) (7)(F) and Federal Building. This includes ingress and egress to Sepulveda Boulevard and Veterans Boulevard. Access must be ensured on a 24 hour basis. A minimum of two ingress/egress locations shall be provided to the (b) (7)(F).
10. **NO HAZARDOUS MATERIALS.** The Licensee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, as that term is most liberally defined under applicable law, on the subject property.
11. **RESTORATION OF THE SITE.** The Licensee, at its own cost, agrees to repair, replace or restore the subject property the same condition that it was found at the beginning of the term of the License and in a condition acceptable to the Federal Building's Building Manager. The subject property shall be completely restored on or before the last day of the term of this License. If the Licensee cancels, suspends, abandons or otherwise fails to complete the approved project, then Licensee shall, at its sole cost, immediately restore the site to its original condition.
12. **LIABILITY.** Licensee shall indemnify, defend, protect and hold harmless the United States of America, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to the property of others directly or indirectly due to the exercise by

the Licensee of the privilege granted by the License, or any other act or omission of the Licensee, including the failure to comply with any term of this License, as supplemented. During the term of the License, the Licensee shall maintain a policy of comprehensive general public liability insurance, in which the United States of America shall be named as an additional insured, covering all of the operations and activities on the subject property. Copy of such liability insurance shall be provided to Federal Building's Building Manager, Dana Macfarlane prior to start of utility investigation work.

13. **COORDINATION AND APPROVAL OF GSA.** Licensee shall coordinate all activities with the Federal Building's Building Manager to ensure that Licensee's activities do not interfere with the mission of the Federal Government, as determined by the Federal Government. In the event that the Federal Building's Building Manager determines that certain activities are inconsistent with the mission of the Federal Government, notwithstanding any other provision of this License, he/she may order the Licensee to immediately cease such activities.
14. **CANCELLATION.** This License may be canceled by either party by giving the other party written notice of intent to cancel at least 3 days prior to the effective date of cancellation.
15. **GOVERNMENT MAY ENTER THE SUBJECT PROPERTY.** The United States of America reserves the right for its employees, agents, and contractors to enter the subject property at any time to inspect for compliance with the terms of this License or in any emergency situation. Licensee waives any and all claims against the Government on account of such entry.
16. **LICENSEE SHALL NOT ASSIGN THE LICENSE NOR SUBLET THE SUBJECT PROPERTY.** Licensee shall not assign this License nor shall Licensee sublet the subject property. Any such action shall cause the License to immediately terminate.
17. **COMPLIANCE WITH LAWS.** Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to its activities on or connected with the subject property. Licensee also shall obtain applicable permits from the city, county, or other applicable authority prior to using the subject property.
18. **SECURITY.** Licensee acknowledges that the subject property is adjacent to multiple United States Federal Buildings and thus agrees to cooperate with any, and in some instances facilitate and implement at no cost to the Licensor, security measures adopted by the Licensor, provided that these measures do not interfere with the safe operation of the facilities. In no event shall Licensee interfere with Licensor's efforts to secure its property.

19. **GENERAL CONDITIONS OF THE LICENSE.** The Licensee shall comply with all of the General Conditions of the License, as set forth on the reverse of the REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY, GSA Form 1582 (7-68).

Transmittal #: C0882-OTH-00767

DATE: 04.11.2011

FROM: M. Barbour, Executive Officer  
Highway Project Management

**LETTER  
OF TRANSMITTAL**



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**TO:** Ms. Rebecca Martinez.  
300 N. Los Angeles St., Ste 4100  
Los Angeles, CA 90012

**ATTENTION:** Ms. Rebecca Martinez, Project Manager

**CONTRACT / TITLE:** C0882 / I-405 Sepulveda Pass Widening Project

**REFERENCE:** I-405 Utility Investigation at the GSA property

**SUBJECT:** License to Enter Agreement

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**NOTES:**

- ☐ FOR YOUR RECORDS
- ☒ PLEASE PROCESS
- ☐ SIGN & RETURN (1 Original)
- ☐ DOCUMENTS ENCLOSED

RECEIVED / PMH,  
LOS ANGELES  
11 APR 12 PM 12:14

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SIGNED:

(b) (6)

M. Barbour, Executive Officer  
Highway Project Management

4/12/11

<b>REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY</b>		1. LICENSE NO.
A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all conditions, special and general, hereinafter enumerated.		
2. NAME OF LICENSEE Los Angeles County Metropolitan Transportation Authority	3. ADDRESS 6060 Center Drive, 2 <sup>nd</sup> Floor Los Angeles, Ca 90045	
4. PROJECT DESIGNATION AND ADDRESS  Caltrans I-405 Expansion and Sepulveda Off-Ramp	5. MAXIMUM PERIOD COVERED 70 Days See attached Supplement.	
6. CONSIDERATION See attached Supplement		
7. DESCRIPTION OF PROPERTY AFFECTED  Certain real property, including surface, subsurface and underground vaults, located at 11000 Wilshire Boulevard, Los Angeles, more specifically described in Exhibit A.		
8. PURPOSE OF LICENSE The purpose of the License is to provide the Licensee with access to and use of certain real property described in Exhibit A during the period designated in item 5 above to perform certain underground utility investigation in connection with the project described in item 4 above. Such underground utility investigation shall be limited to the following pot holing (up to maximum of 18 as described in Exhibit A), ground penetrating radar (GPR), access to telecommunication manholes, access to vaults and remove/replace (1) existing bollard. In the event Utility Investigation requires additional potholing or subsurface work, Licensee shall provide a detailed work plan for Licensor written approval. Work plan to include quantity of potholing, location of subsurface work, description of work and schedule. <b>By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:</b>		
<b>I. SPECIAL CONDITIONS</b>		
See attached Supplemental Conditions to this License, Exhibits A, B and C.		

That condition(s) No.(s)      II. f.      was (were) deleted before the execution of this license.	
<b>GENERAL SERVICES ADMINISTRATION LICENSOR</b>	<b>LICENSEE</b>
DATED THIS <u>13<sup>th</sup></u> DAY OF <u>April</u> 2011	ACCEPTED THIS <u>8<sup>th</sup></u> DAY OF <u>April</u> 2011
BY (Signature) <u>(b) (6)</u>	BY (Signature) <u>(b) (6)</u>
TITLE <u>DEPUTY DIRECTOR</u>	TITLE <u>Executive Officer, Highway Project Manager</u>
TITLE GENERAL SERVICES ADMINISTRATION	TITLE

**If Licensee is a Corporation, the following Certificate of Licensee must be executed:**

<b>CERTIFICATE OF CORPORATE LICENSEE</b>	
I, _____, certify that I am the _____ Secretary of the corporation named as licensee herein; that _____ who signed said license on behalf of the licensee was the _____ of said corporation ; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers. (CORPORATE) (SEAL      )	

\_\_\_\_\_  
 Signature

GENERAL SERVICES ADMINISTRATION    GSA Form 1582 (7/68)



## II. GENERAL CONDITIONS

a. COMPLIANCE. Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. STRUCTURES. The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

c. SANITARY CONDITIONS. If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

d. DAMAGE. Except as may be otherwise provided by the Special Conditions above, no United States property or personal property of any invitee located on the property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

e. STORAGE. Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

f. OPERATION. The license shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

g. NOTICE. Any property of the licensee installed or located on the property affected by this license shall be removed upon 30 days written notice from GSA.

h. GUARANTEE DEPOSIT. Any deposit which may

be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

i. BOND. Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

j. EXPENSE. Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

k. REQUIREMENTS. The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

l. ATTEMPTED VARIATIONS. There shall be no variation or departure from the terms of this license without prior written consent of GSA.

m. NONDISCRIMINATION. The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

## SUPPLEMENT ONE TO THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

Insert the following provisions as though fully set forth in Section I, SPECIAL CONDITIONS of License:

1. **TERM.** The term of this License shall run from 5/29/11 through 8/7/11 but in no event shall exceed a period of 70 days. Access to the site for non-invasive investigation work shall be scheduled with Building Manager and completed during business hours. Access to the site for subsurface work shall be scheduled with Building Manager and shall be limited to the hours of 8:00 p.m to 3:00 a.m. No work shall close access to driveways or drive aisles or access to loading docks. In the event that Licensee proposes to close the drive aisle closure to the loading docks, then Licensee shall request, by written notice 21 days in advance, approval of Licensor's Building Manager whose approval shall not be unreasonably withheld or delayed. In the event that Licensor's Building Manager determines that the closure will unreasonably interfere with the mission of the building occupants, then Licensor shall notify the Licensee who shall request alternative access. Licensee shall provide final utility investigation schedule to the Federal Building Manager, Dana Macfarlane prior to start of work and after receipt of all approved security clearances. Final schedule shall outline all day-to-day activities for the duration of the utility investigation in accordance with set activities represented in draft schedule provided in Exhibit A.
- \* 2. **SECURITY CLEARANCES.** There will be security screening/clearance requirements for all Caltrans employees or contractors who will carry out Utility investigation work. GSA will work together with Caltrans on the requirements for security clearances. Approved security clearances must be obtained prior to start of work. Licensee will require additional (b) (7)(F) clearances for areas located with in the Federal Building.
3. **CONDITION OF THE PREMISES.** The subject property including surface, subsurface and underground vaults, as shown on Exhibit A to this Supplement One are provided "as is" without any kind of warranty or representation as to the quality or condition of the property, suitability of the property for the exploratory work contemplated herein or the availability of utilities.
4. **"AS BUILT" DRAWINGS.** Licensee hereby acknowledges that Licensor has provided on November 9, 2009 certain "as built" engineering drawings at the request of Licensee. An index describing these drawings is attached hereto as Exhibit B and shall be supplemented from time to time as drawings are provided. Licensor does not make any representation about the accuracy of the drawings provided to Licensee or any other information or material



furnished by the Government or its representatives, whether oral or written, express or implied. The Government shall not be responsible for any interpretation or conclusion drawn by Licensee from the "as built" engineering drawings. Licensee agrees that it will or has made such independent investigation and inspection it deems necessary or appropriate to avoid any damage to the Property, utilities or improvements located on or under the Property. In the event that Licensee determines there are any inaccuracies in the drawings provided herein or encounters any subsurface or latent physical conditions which differ from those indicated on the drawings, Licensee shall annotate the drawings with such information and provide a copy of the annotated drawings to the Licensor as promptly as possible.

5. **DOCUMENT SECURITY PROTOCOL.** Because of the ongoing operations of the Federal Site, documents disclosing the location of underground utilities and documents detailing security plans, are sensitive but unclassified and shall therefore be distributed by the parties on a need to know basis and in accordance with the procedures set forth in Exhibits C & D.
6. **UTILITY REPORT.** As consideration for the issuance of this License, Licensee shall provide copies of final utility reports or other reports prepared as a result of the work conducted pursuant to this license within 30 days of completion of utility investigation. Such report shall include as-built drawings recording identified underground utility locations, telecommunication locations, electrical conduit locations and to provide design intent drawings capturing scope of work for (b) (7)(F) and new anti-climb fence.
1. Drawings shall be submitted on half size (11"x17") paper and in PDF, and digital 3D files shall be provided in ACAD 2008 format. The documents to be submitted to GSA at Licensee sole cost and expense will include, but are not limited to, the following:
  - a. Site Survey with all known on-site and off-site utility and topographical data including all site landmarks within 200 feet of the Federal Site or directly affecting the Site.
  - b. Utility Site Plan indicating relocations of utilities in conflict with overpass structure.
  - c. 3-D visualization of overpass design including existing site features designed to scale.
  - d. Subsurface survey showing underground utilities and electrical vaults.
  - e. Plan incorporating (b) (7)(F) and related electrical infrastructure into the overall project design.
  - f. Plan for design, construction, and relocation of (b) (7)(F).
  - g. Plan for design and installation of Anti-Climb Fence.
  - h. Plan for design and relocation/installation of bollards.

7. **MAINTENANCE.** Licensee shall ensure that all utility investigation activities are conducted in a safe manner so as to avoid harming visitors, invitees, guests, neighbors, employees, tenants, or others using the 11000 Wilshire Federal Building (the "Federal Building") in Los Angeles, CA. At the conclusion of work each day, Licensee shall restore the site to or maintain it in a manner that is safe for visitors, invitees, guests, neighbors, employees, tenants, or others to the subject property. Licensee's equipment, including vehicles, shall only be located on the site at designated parking stalls. The location of designated parking stalls will be determined and approved in writing by the Federal Building's Building Manager Dana Macfarlane. The Federal Building's Building Manager may be reached at (310) 235-6239 or (213)215-6314.
8. **TRAFFIC CONTROL.** Caltrans will provide a means for managing the increased traffic entering and exiting the Federal Site due to the Project so that Federal operations, including deliveries to the Federal Building and ingress/egress of (b) (7) (F) vehicles, are not adversely impacted during construction. Ingress and egress at Sepulveda Boulevard from November through January is of particular concern to the (b) (7) (F).
9. **INGRESS/EGRESS.** Uninterrupted and undiminished ingress/egress by any means (vehicular, pedestrian, bicycle, etc.) to the entire Federal Site must be maintained at all times during and after construction, including the loading docks at the (b) (7) (F) and Federal Building. This includes ingress and egress to Sepulveda Boulevard and Veterans Boulevard. Access must be ensured on a 24 hour basis. A minimum of two ingress/egress locations shall be provided to the (b) (7) (F).
10. **NO HAZARDOUS MATERIALS.** The Licensee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, as that term is most liberally defined under applicable law, on the subject property.
11. **RESTORATION OF THE SITE.** The Licensee, at its own cost, agrees to repair, replace or restore the subject property the same condition that it was found at the beginning of the term of the License and in a condition acceptable to the Federal Building's Building Manager. The subject property shall be completely restored on or before the last day of the term of this License. If the Licensee cancels, suspends, abandons or otherwise fails to complete the approved project, then Licensee shall, at its sole cost, immediately restore the site to its original condition.
12. **LIABILITY.** Licensee shall indemnify, defend, protect and hold harmless the United States of America, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to the property of others directly or indirectly due to the exercise by

the Licensee of the privilege granted by the License, or any other act or omission of the Licensee, including the failure to comply with any term of this License, as supplemented. During the term of the License, the Licensee shall maintain a policy of comprehensive general public liability insurance, in which the United States of America shall be named as an additional insured, covering all of the operations and activities on the subject property. Copy of such liability insurance shall be provided to Federal Building's Building Manager, Dana Macfarlane prior to start of utility investigation work.

13. **COORDINATION AND APPROVAL OF GSA.** Licensee shall coordinate all activities with the Federal Building's Building Manager to ensure that Licensee's activities do not interfere with the mission of the Federal Government, as determined by the Federal Government. In the event that the Federal Building's Building Manager determines that certain activities are inconsistent with the mission of the Federal Government, notwithstanding any other provision of this License, he/she may order the Licensee to immediately cease such activities.
14. **CANCELLATION.** This License may be canceled by either party by giving the other party written notice of intent to cancel at least 3 days prior to the effective date of cancellation.
15. **GOVERNMENT MAY ENTER THE SUBJECT PROPERTY.** The United States of America reserves the right for its employees, agents, and contractors to enter the subject property at any time to inspect for compliance with the terms of this License or in any emergency situation. Licensee waives any and all claims against the Government on account of such entry.
16. **LICENSEE SHALL NOT ASSIGN THE LICENSE NOR SUBLET THE SUBJECT PROPERTY.** Licensee shall not assign this License nor shall Licensee sublet the subject property. Any such action shall cause the License to immediately terminate.
17. **COMPLIANCE WITH LAWS.** Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to its activities on or connected with the subject property. Licensee also shall obtain applicable permits from the city, county, or other applicable authority prior to using the subject property.
18. **SECURITY.** Licensee acknowledges that the subject property is adjacent to multiple United States Federal Buildings and thus agrees to cooperate with any, and in some instances facilitate and implement at no cost to the Licensor, security measures adopted by the Licensor, provided that these measures do not interfere with the safe operation of the facilities. In no event shall Licensee interfere with Licensor's efforts to secure its property.



**Metro**

GENERAL SERVICES ADMIN.  
LOS ANGELES SERVICE CENTER

11 MAR 28 PM 2:43

C0882-OTH-00742

**I-405 Sepulveda Pass Widening Project**

March 22, 2011

Ms. Rebecca Martinez  
Project Manager  
GSA – Los Angeles Service Center  
1100 Wilshire Boulevard  
Los Angeles, California 90024



**Reference:** C0882 I-405 Sepulveda Pass Widening Project

**Subject:** 21-Day Advance Notification for Construction Work at General Services Administration (GSA)

Dear Ms. Martinez:

The Los Angeles County Metropolitan Transportation Authority (LACMTA) is furnishing a formal 21-Day Advance Notification of construction work of the Los Angeles Department of Water & Power (LADWP) (b) (7)(F) driveway.

LACMTA and its contractor are committed to following the work plan provided and reviewed previously. LACMTA appreciates GSA's commitment to this project and continuously working with LACMTA through this detailed process.

Sincerely,

(b) (6)

Michael A. Barbour  
Executive Officer  
Highway Project Management  
Los Angeles County Metropolitan Transportation Authority



March 18, 2011

Mr. Stephen Murray  
**LOS ANGELES COUNTY**  
**METROPOLITAN TRANSPORTATION AUTHORITY**  
HIGHWAY PROJECT MANAGEMENT  
LOS ANGELES, CA

Re: Metro/Caltrans – I405 Sepulveda Pass Widening Project  
I-405 Wilshire Blvd. Exit Flyover  
Wilshire Federal Building  
11000 Wilshire Blvd.  
Los Angeles, CA 90024

Dear Mr. Murray,

This letter will serve as our formal response to Metropolitan Transportation Authority (MTA) regarding Project #1 – LADWP Power Relocation which includes the installation of (b) (7)(F) (b) (7) located along (b) (7)(F).

During our recent meeting on Tuesday, February 22, 2011 we reviewed the provided MTA/Kiewit work plan submittal for Project #1, which included project scope of work, work schedule and locations of work. Requirements set by GSA and the (b) (7)(F) (b) (7)(F) requested MTA/Kiewit to provide 21 day advance notification of disruption to Federal Building driveway access from (b) (7)(F) or any (b) (7)(F) to the Federal Building. Proposed installation of Sepulveda Blvd (b) (7)(F) will require GSA and (b) (7) approval prior to work activity. GSA requested review time for provided work plan, after which a formal response would be provided to MTA.

GSA and (b) (7) have reviewed provided work plan and reviewed MTA/Kiewit provided comments. After such review it is our understanding, MTA/Kiewit will ensure (b) (7)(F) installation activities follow provided work plan dated 2-22-2011 as well as (b) (7) protection action plan dated 3-4-2011. At this time, GSA and (b) (7) concur with provided work and protection plans therefore we extend our approval to MTA to begin the 21 day notification in preparation for installation of (b) (7)(F) located along Sepulveda Blvd.

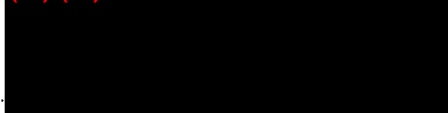


GSA Construction Services Branch

We would like to thank you for the time and effort expended in the preparation of the requested information and for your assistance during this process.

Sincerely,

(b)(6) Rebecca Martinez



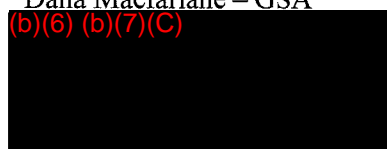
Project Manager  
GSA - Los Angeles Service Center

cc:

Brian Stilley - GSA

Dana Macfarlane - GSA

(b)(6) (b)(7)(C)





June 7, 2011

Ms. Terry Martinez  
**LOS ANGELES COUNTY**  
**METROPOLITAN TRANSPORTATION AUTHORITY**  
HIGHWAY PROJECT MANAGEMENT  
LOS ANGELES, CA

Re: Metro/Caltrans – I405 Sepulveda Pass Widening Project  
I-405 Wilshire Blvd. Exit Flyover  
Wilshire Federal Building  
11000 Wilshire Blvd.  
Los Angeles, CA 90024

Dear Ms. Martinez,

This letter will serve as our formal response to Metropolitan Transportation Authority (MTA) regarding Project #2 – SCE Relocation (b) (7)(F) which includes work along (b) (7)(F)

We have reviewed the provided Project #2 MTA/Kiewit work plan submittal, which included project scope of work, work schedule and locations of work. Requirements set by GSA and the (b) (7)(F) requested MTA/Kiewit provide 21 day advance notification of disruption to Federal Building driveway access from Sepulveda Blvd or (b) (7)(F) to the Federal Building. GSA requested necessary review time for provided work plan, after which a formal response would be provided to MTA.

At this time GSA and (b) (7)(F) have reviewed provided work plan and reviewed MTA/Kiewit provided comments. After such review it is our understanding, MTA/Kiewit will ensure all work associated with the Sepulveda Blvd SCE Relocation (b) (7)(F) installation activities to follow provided work plan dated 4-14-2011 as well as project protection action plan dated 5-13-2011. At this time, we extend our approval to MTA to begin the 21 day notification in preparation for installation of SCE Relocation (b) (7)(F) located along Sepulveda Blvd.



GSA Construction Services Branch

We would like to thank you for the time and effort expended in the preparation of the requested information and for your assistance during this process.

Sincerely,

(b)(6) Rebecca Martinez

Project Manager  
GSA - Los Angeles Service Center

cc:

Mike Barbour – MTA

Brian Stilley - GSA

Dana Macfarlane – GSA

(b) (7)(C)



Transmittal #: C0882-OTH-00808

DATE: 06.01.2011

FROM: M. Barbour, Executive Officer  
Highway Project Management

**LETTER  
OF TRANSMITTAL**



---

TO: Mr. Brian Stilley  
300 N. Los Angeles St., Ste 4100  
Los Angeles, CA 90012

ATTENTION: Mr. Brian Stilley, Deputy Director

CONTRACT / TITLE: C0882 / I-405 Sepulveda Pass Widening Project

REFERENCE: I-405 Utility Investigation Work at the GSA

SUBJECT: Revised License to Enter Agreement

---

**NOTES:**

- ☐ FOR YOUR RECORDS
- ☒ PLEASE PROCESS
- ☐ SIGN & RETURN (1 Original)
- ☐ DOCUMENTS ENCLOSED

---

SIGNED:

(b) (6)

M. Barbour, Executive Officer  
Highway Project Management

6/1/11

REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY	1. LICENSE NO.
--------------------------------------------------------	----------------

A revocable license affecting the property described and for the purpose designated below is hereby granted to the licensee herein named, subject to all conditions, special and general, hereinafter enumerated.

2. NAME OF LICENSEE Los Angeles County Metropolitan Transportation Authority	3. ADDRESS 6060 Center Drive, 2 <sup>nd</sup> Floor Los Angeles, Ca 90045
4. PROJECT DESIGNATION AND ADDRESS Caltrans I-405 Expansion and Sepulveda Off-Ramp	5. MAXIMUM PERIOD COVERED 70 Days See attached Supplement.

6. CONSIDERATION  
See attached Supplement

7. DESCRIPTION OF PROPERTY AFFECTED

Certain real property, including surface, subsurface and underground vaults, located at 11000 Wilshire Boulevard, Los Angeles, more specifically described in Exhibit A.

8. PURPOSE OF LICENSE

The purpose of the License is to provide the Licensee with access to and use of certain real property described in Exhibit A during the period designated in item 5 above to perform certain underground utility investigation in connection with the project described in item 4 above. Such underground utility investigation shall be limited to the following pot holing (up to maximum of 18 as described in Exhibit A), ground penetrating radar (GPR), access to telecommunication manholes, access to vaults and remove/replace (1) existing bollard. In the event Utility Investigation requires additional potholing or subsurface work, Licensee shall provide a detailed work plan for Licensors written approval. Work plan to include quantity of potholing, location of subsurface work, description of work and schedule. Allow access to the site to undertake site preparation activities fencing, K-rail installation, pot-holing, geotechnical drilling, ground penetrating radar and clearing.

By the acceptance of this license, the licensee agrees to abide and be bound by the following conditions:

I. SPECIAL CONDITIONS

See attached Supplemental Conditions to this License, Exhibits A, B and C.

That condition(s) No.(s) II. f. was (were) deleted before the execution of this license.

GENERAL SERVICES ADMINISTRATION LICENSOR		LICENSEE	
DATED	THIS 2 <sup>ND</sup> DAY OF JUNE 2011	ACCEPTED	THIS 1 <sup>ST</sup> DAY OF June 2011
BY (Signature)	(b) (6)	BY (Signature)	(b) (6)
TITLE	DEPUTY DIRECTOR	TITLE	Executive Officer
TITLE	GENERAL SERVICES ADMINISTRATION	TITLE	Highway Project Management

If Licensee is a Corporation, the following Certificate of Licensee must be executed:

CERTIFICATE OF CORPORATE LICENSEE

I, \_\_\_\_\_, certify that I am the \_\_\_\_\_ Secretary of the corporation named as licensee herein; that who signed said license on behalf of the licensee was the \_\_\_\_\_ of said corporation; and that said license was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.  
(CORPORATE)  
(SEAL)

Signature

## II. GENERAL CONDITIONS

a. **COMPLIANCE.** Any use made of property affected by the license, and any construction, maintenance, repair, or other work performed thereon by the licensee, including the installation and removal of any article or thing, shall be accomplished in a manner satisfactory to the General Services Administration, hereinafter referred to as GSA.

b. **STRUCTURES.** The licensee shall not place or construct upon, over or under the property any installation or structure of any kind or character, except such as are specifically authorized herein.

c. **SANITARY CONDITIONS.** If this license gives possession of United States property, the licensee shall at all times keep the premises in a sanitary condition satisfactory to GSA.

d. **DAMAGE.** Except as may be otherwise provided by the Special Conditions above, no United States property or personal property of any invitee located on the property shall be destroyed, displaced or damaged by the licensee in the exercise of the privilege granted by this license without the prior written consent of GSA and the express agreement of the licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to GSA upon demand.

e. **STORAGE.** Any United States property which must be removed to permit exercise of the privilege granted by this license shall be stored, relocated or removed from the site, and returned to its original location upon termination of this license, at the sole cost and expense of the licensee, as directed by GSA.

f. **OPERATION.** The license shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

g. **NOTICE.** Any property of the licensee installed or located on the property affected by this license shall be removed upon 30 days written notice from GSA.

h. **GUARANTEE DEPOSIT.** Any deposit which may

be required to guarantee compliance with the terms and conditions of this license shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to GSA.

i. **BOND.** Any bond required by this license shall be in the amount designated above, executed in manner and form and with sureties satisfactory to GSA.

j. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this license shall be assumed and discharged by the licensee.

k. **REQUIREMENTS.** The licensee shall promptly comply with such further conditions and requirements as GSA may hereafter prescribe.

l. **ATTEMPTED VARIATIONS.** There shall be no variation or departure from the terms of this license without prior written consent of GSA.

m. **NONDISCRIMINATION.** The licensee agrees that no person will be discriminated against in connection with the use made by the licensee of the property on the ground of race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the licensee in that any activity, program or use made of the property by the licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 238, 252; 42 U.S.C. 2000d) and the applicable regulations of GSA (41 CFR Subpart 101-6.2).

The licensee will obtain from each person or firm, who through contractual or other arrangements with the licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the licensee by law and will furnish a copy of such agreement to the licensor.

The breach by the licensee of conditions relating to nondiscrimination shall constitute sufficient cause for cancellation and revocation of the license.

## **SUPPLEMENT ONE TO THE REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY**

Insert the following provisions as though fully set forth in Section I, SPECIAL CONDITIONS of License:

1. **TERM.** The term of this License shall run from \_\_\_\_5/29/11\_\_\_\_ through \_\_\_\_8/7/11\_\_\_\_ but in no event shall exceed a period of 70 days. Access to the site for non-invasive investigation work shall be scheduled with Building Manager and completed during business hours. Access to the site for subsurface work shall be scheduled with Building Manager and shall be limited to the hours of 8:00 p.m to 3:00 a.m. No work shall close access to driveways or drive aisles or access to loading docks. In the event that Licensee proposes to close the drive aisle closure to the loading docks, then Licensee shall request, by written notice 21 days in advance, approval of Licensor's Building Manager whose approval shall not be unreasonably withheld or delayed. In the event that Licensor's Building Manager determines that the closure will unreasonably interfere with the mission of the building occupants, then Licensor shall notify the Licensee who shall request alternative access. Licensee shall provide final utility investigation schedule to the Federal Building Manager, Dana Macfarlane prior to start of work and after receipt of all approved security clearances. Final schedule shall outline all day-to-day activities for the duration of the utility investigation in accordance with set activities represented in draft schedule provided in Exhibit A.
2. **SECURITY CLEARANCES.** There will be security screening/clearance requirements for all Caltrans employees or contractors who will carry out Utility investigation work. GSA will work together with Caltrans on the requirements for security clearances. Approved security clearances must be obtained prior to start of work. Licensee will require additional (b) security clearances for areas located with in the Federal Building.
3. **CONDITION OF THE PREMISES.** The subject property including surface, subsurface and underground vaults, as shown on Exhibit A to this Supplement One are provided "as is" without any kind of warranty or representation as to the quality or condition of the property, suitability of the property for the exploratory work contemplated herein or the availability of utilities.
4. **"AS BUILT" DRAWINGS.** Licensee hereby acknowledges that Licensor has provided on November 9, 2009 certain "as built" engineering drawings at the request of Licensee. An index describing these drawings is attached hereto as Exhibit B and shall be supplemented from time to time as drawings are provided. Licensor does not make any representation about the accuracy of the drawings provided to Licensee or any other information or material

furnished by the Government or its representatives, whether oral or written, express or implied. The Government shall not be responsible for any interpretation or conclusion drawn by Licensee from the "as built" engineering drawings. Licensee agrees that it will or has made such independent investigation and inspection it deems necessary or appropriate to avoid any damage to the Property, utilities or improvements located on or under the Property. In the event that Licensee determines there are any inaccuracies in the drawings provided herein or encounters any subsurface or latent physical conditions which differ from those indicated on the drawings, Licensee shall annotate the drawings with such information and provide a copy of the annotated drawings to the Licensors as promptly as possible.

5. **DOCUMENT SECURITY PROTOCOL.** Because of the ongoing operations of the Federal Site, documents disclosing the location of underground utilities and documents detailing security plans, are sensitive but unclassified and shall therefore be distributed by the parties on a need to know basis and in accordance with the procedures set forth in Exhibits C & D.
6. **UTILITY REPORT.** As consideration for the issuance of this License, Licensee shall provide copies of final utility reports or other reports prepared as a result of the work conducted pursuant to this license within 30 days of completion of utility investigation. Such report shall include as-built drawings recording identified underground utility locations, telecommunication locations, electrical conduit locations and to provide design intent drawings capturing scope of work for (b) (7)(F) and new anti-climb fence.
1. Drawings shall be submitted on half size (11"x17") paper and in PDF, and digital 3D files shall be provided in ACAD 2008 format. The documents to be submitted to GSA at Licensee sole cost and expense will include, but are not limited to, the following:
  - a. Site Survey with all known on-site and off-site utility and topographical data including all site landmarks within 200 feet of the Federal Site or directly affecting the Site.
  - b. Utility Site Plan indicating relocations of utilities in conflict with overpass structure.
  - c. 3-D visualization of overpass design including existing site features designed to scale.
  - d. Subsurface survey showing underground utilities and electrical vaults.
  - e. Plan incorporating (b) (7)(F) and related electrical infrastructure into the overall project design.
  - f. Plan for design, construction, and relocation of (b) (7)(F)
  - g. Plan for design and installation of Anti-Climb Fence.
  - h. Plan for design and relocation/installation of bollards.

7. **MAINTENANCE.** Licensee shall ensure that all utility investigation activities are conducted in a safe manner so as to avoid harming visitors, invitees, guests, neighbors, employees, tenants, or others using the 11000 Wilshire Federal Building (the "Federal Building") in Los Angeles, CA. At the conclusion of work each day, Licensee shall restore the site to or maintain it in a manner that is safe for visitors, invitees, guests, neighbors, employees, tenants, or others to the subject property. Licensee's equipment, including vehicles, shall only be located on the site at designated parking stalls. The location of designated parking stalls will be determined and approved in writing by the Federal Building's Building Manager Dana Macfarlane. The Federal Building's Building Manager may be reached at (310) 235-6239 or (213)215-6314.
8. **TRAFFIC CONTROL.** Caltrans will provide a means for managing the increased traffic entering and exiting the Federal Site due to the Project so that Federal operations, including deliveries to the Federal Building and ingress/egress of (b) (7) vehicles, are not adversely impacted during construction. Ingress and egress at Sepulveda Boulevard from November through January is of particular concern to the (b) (7).
9. **INGRESS/EGRESS.** Uninterrupted and undiminished ingress/egress by any means (vehicular, pedestrian, bicycle, etc.) to the entire Federal Site must be maintained at all times during and after construction, including the loading docks at the (b) (7)(F) and Federal Building. This includes ingress and egress to Sepulveda Boulevard and Veterans Boulevard. Access must be ensured on a 24 hour basis. A minimum of two ingress/egress locations shall be provided to the (b) (7)(F).
10. **NO HAZARDOUS MATERIALS.** The Licensee is prohibited from storing, using, or disposing of Hazardous Materials or Substances, as that term is most liberally defined under applicable law, on the subject property.
11. **RESTORATION OF THE SITE.** The Licensee, at its own cost, agrees to repair, replace or restore the subject property the same condition that it was found at the beginning of the term of the License and in a condition acceptable to the Federal Building's Building Manager. The subject property shall be completely restored on or before the last day of the term of this License. If the Licensee cancels, suspends, abandons or otherwise fails to complete the approved project, then Licensee shall, at its sole cost, immediately restore the site to its original condition.
12. **LIABILITY.** Licensee shall indemnify, defend, protect and hold harmless the United States of America, its agents and employees against any and all loss, damage, claim or liability whatsoever, due to personal injury or death, or damage to the property of others directly or indirectly due to the exercise by

the Licensee of the privilege granted by the License, or any other act or omission of the Licensee, including the failure to comply with any term of this License, as supplemented. During the term of the License, the Licensee shall maintain a policy of comprehensive general public liability insurance, in which the United States of America shall be named as an additional insured, covering all of the operations and activities on the subject property. Copy of such liability insurance shall be provided to Federal Building's Building Manager, Dana Macfarlane prior to start of utility investigation work.

13. **COORDINATION AND APPROVAL OF GSA.** Licensee shall coordinate all activities with the Federal Building's Building Manager to ensure that Licensee's activities do not interfere with the mission of the Federal Government, as determined by the Federal Government. In the event that the Federal Building's Building Manager determines that certain activities are inconsistent with the mission of the Federal Government, notwithstanding any other provision of this License, he/she may order the Licensee to immediately cease such activities.
14. **CANCELLATION.** This License may be canceled by either party by giving the other party written notice of intent to cancel at least 3 days prior to the effective date of cancellation.
15. **GOVERNMENT MAY ENTER THE SUBJECT PROPERTY.** The United States of America reserves the right for its employees, agents, and contractors to enter the subject property at any time to inspect for compliance with the terms of this License or in any emergency situation. Licensee waives any and all claims against the Government on account of such entry.
16. **LICENSEE SHALL NOT ASSIGN THE LICENSE NOR SUBLET THE SUBJECT PROPERTY.** Licensee shall not assign this License nor shall Licensee sublet the subject property. Any such action shall cause the License to immediately terminate.
17. **COMPLIANCE WITH LAWS.** Licensee shall comply with all applicable federal, state, and local laws, rules, and regulations pertaining to its activities on or connected with the subject property. Licensee also shall obtain applicable permits from the city, county, or other applicable authority prior to using the subject property.
18. **SECURITY.** Licensee acknowledges that the subject property is adjacent to multiple United States Federal Buildings and thus agrees to cooperate with any, and in some instances facilitate and implement at no cost to the Licensor, security measures adopted by the Licensor, provided that these measures do not interfere with the safe operation of the facilities. In no event shall Licensee interfere with Licensor's efforts to secure its property.

19. **GENERAL CONDITIONS OF THE LICENSE.** The Licensee shall comply with all of the General Conditions of the License, as set forth on the reverse of the REVOCABLE LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY, GSA Form 1582 (7-68).



## Exhibit A

### Description of Property

#### MEMORANDUM

DATE: 2/14/2011  
TO: General Services Administration  
FROM: Kiewit Infrastructure West Co. (with LACMTA comments)

SUBJECT: License to Enter Agreement to facilitate the completion of the Design – (b) (7)  
(b) (7)(F)

In order to complete design (b) (7)(F) at the GSA facilities, Kiewit Infrastructure West Co. requests a "License to Enter – Agreement" from the General Services Administration for the duration of 14 weeks, in order to perform the following surface and subsurface investigative activities:

- 1) Proposed GSA telecommunications and electrical duct bank location – relocations:
  - a. Kiewit requests to use ground penetrating radar to locate any existing underground substructures within 5ft. of the proposed alignment of the GSA telecom and GSA electrical duct bank relocations. Kiewit will pothole any existing substructures located by ground penetrating radar. The purpose of this will be to modify the vertical profile of the proposed relocations to avoid conflict with the existing substructures (Two week duration).

(Kiewit will coordinate with the GSA to schedule two weeks to complete the surface (ground penetrating radar) and subsurface (potholing) operations listed under this item. All subsurface investigative work will occur at night. The proposed telecommunications duct bank alignment is subject to change pending GSA review of the duct bank alignment; further investigation may be required.)

- b. Kiewit also requests to access the existing GSA telecommunications manholes and service cabinets on the GSA grounds. The purpose of this exercise will be to create an "as-built" record of each GSA telecommunication manhole impacted by the relocation as well as determine the schedule of new telecommunication cables to be installed in the proposed duct bank.

(Kiewit will require two site visits to access the existing GSA telecommunications manholes and record all data necessary to complete the relocation design. Any investigative work will occur during business hours, and will require the presence of (b) (7)(F))

## MEMORANDUM

### 2) Proposed GSA CCTV camera surveillance system (Conduit Infrastructure):

- a. Kiewit requests to use ground penetrating radar to verify the location of the existing GSA CCTV camera surveillance system underground conduits and to identify any existing substructures within 5ft. of any proposed CCTV camera surveillance system underground conduits. Kiewit will also pothole any existing substructures as necessary to advance the design of the proposed CCTV camera surveillance system.
- b. Kiewit may also requests access to server and equipment rooms to be able to understand the existing (b) (7)(F) architecture, as necessary to advance the design of the (b) (7)(F) system. This activity is under the assumption that all (b) (7)(F) required for the design team to conduct investigations have been approved.

(Kiewit will require six weeks to complete the surface (ground penetrating radar), subsurface (potholing) operations and server/equipment room investigation listed under this item. All subsurface investigative work will occur at night. Server/equipment room investigation work (if required) will occur during business hours, in presence of required GSA/FBI personnel.)

### 3) Proposed GSA electrical lighting, and rear entryway access gate relocation:

- a. Kiewit requests to use ground penetrating radar to both verify the location of the existing underground conduits, pertaining to parking lot lighting and rear entry access gate systems (including conduits for the bollard systems), to the GSA rear entryway access gate and to identify any existing substructures within 5ft. of the proposed underground conduits to the relocated GSA rear entryway access gate. Kiewit will also pothole any existing substructures as necessary to advance the design of the proposed GSA rear entryway access gate.
- b. Kiewit also requests access to electrical panels associated with the electrical system of the parking lot lighting and service bay access gate system to correctly portray existing electrical loading and proposed electrical wiring. Kiewit will also request access to the electrical system controlling the access gate within the GSA building.
- c. (b) (7)(F)

(Kiewit will require six weeks to complete the surface (ground penetrating radar), subsurface (potholing) operations listed and electrical components associated with the lighting and access gate within the GSA building under this item. All subsurface investigative work will occur at night. Any investigative work within the GSA building will occur during business hours, in presence of required GSA/FBI personnel.)

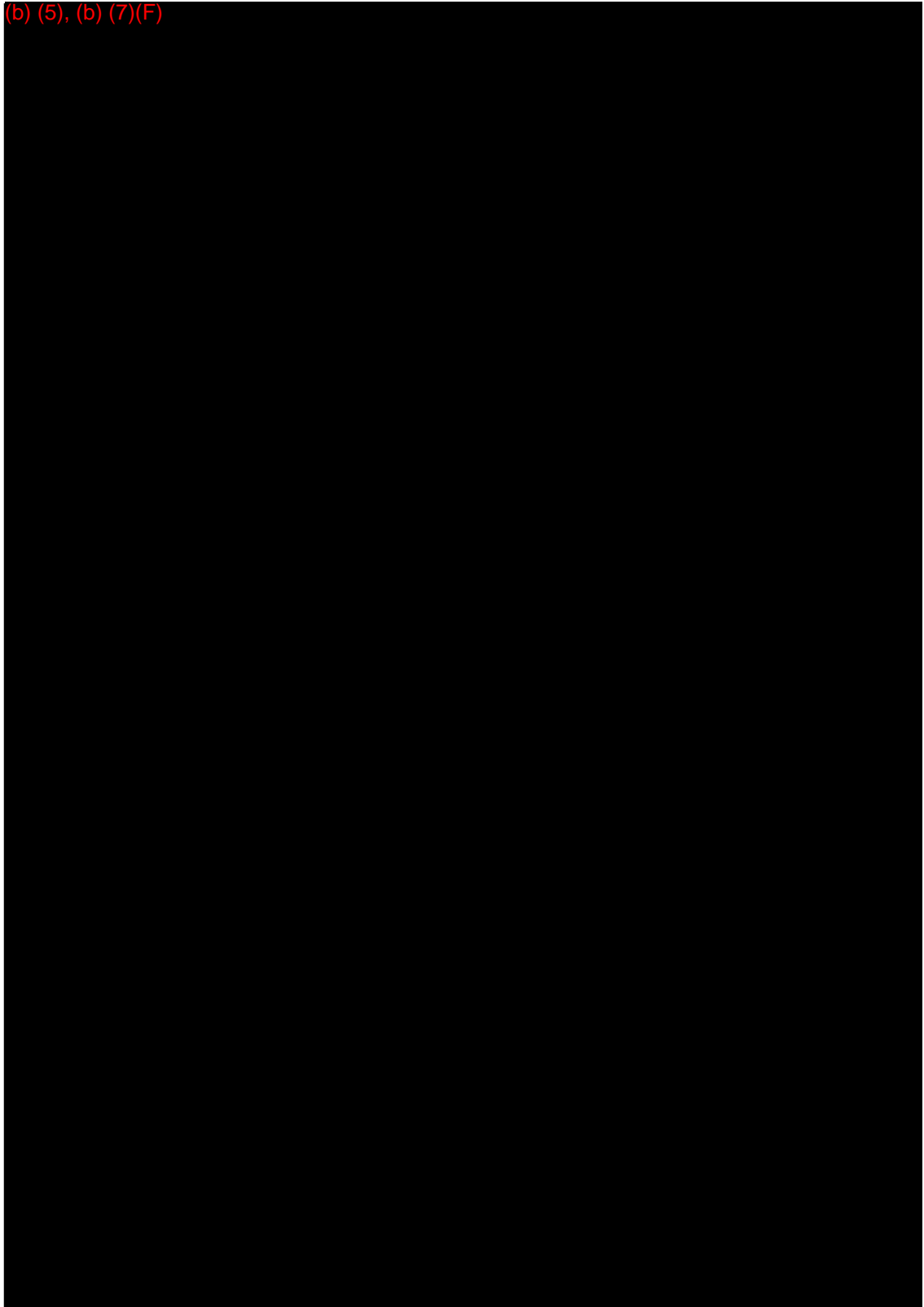
## MEMORANDUM

### 4) Proposed GSA fence & bollards:

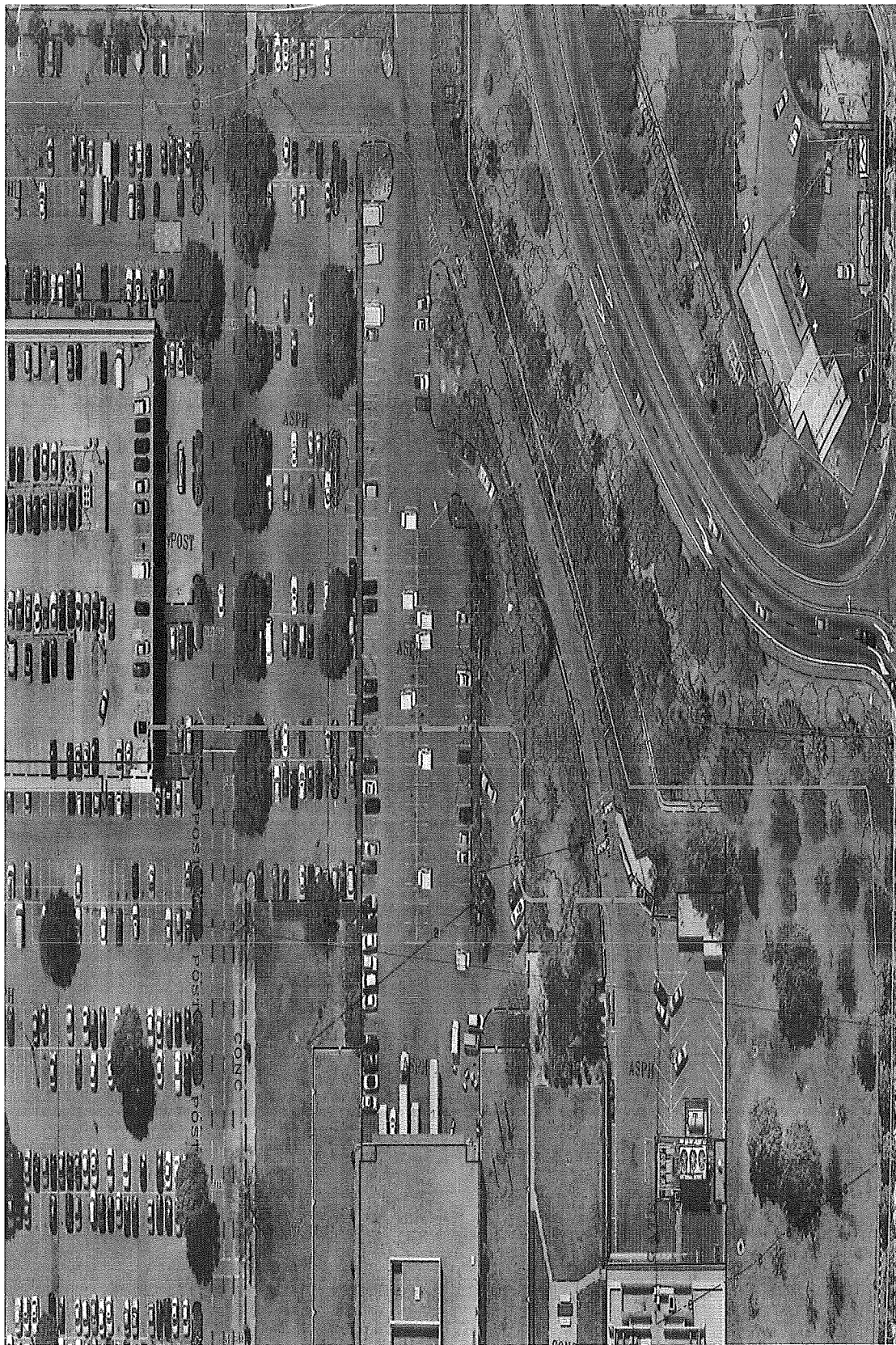
- a. Kiewit proposes to excavate around an existing GSA bollard(s) to expose its base and create an "as-built" record of the base of the bollard. The purpose of this will be to determine if the existing GSA bollard(s) located along Wilshire Boulevard can be re-used with the proposed realignment of Wilshire Boulevard.
- b. Kiewit requests to use ground penetrating radar to both verify the location of the existing underground conduits pertaining to the rear entry access gate bollards systems to determine how they are connected to the existing gate system. See item 3 for duration and time of investigation for the bollard electrical system investigation.

(Kiewit will require one site visit to excavate around the existing GSA bollard and record all of the data needed to determine if the existing bollards can be re-used).

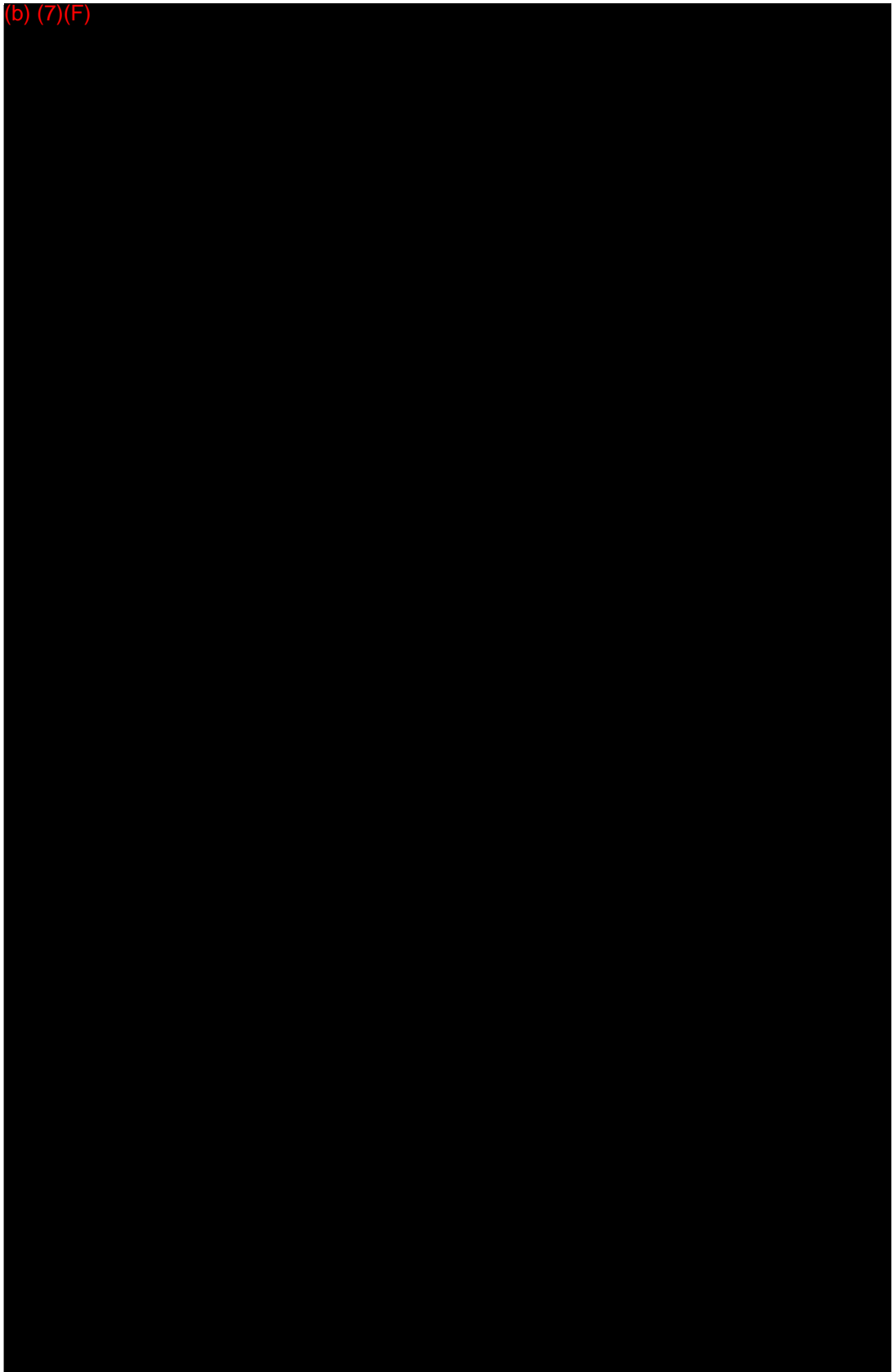
(b) (5), (b) (7)(F)



Provided by Kiewit dated 9-16-10



(b) (7)(F)

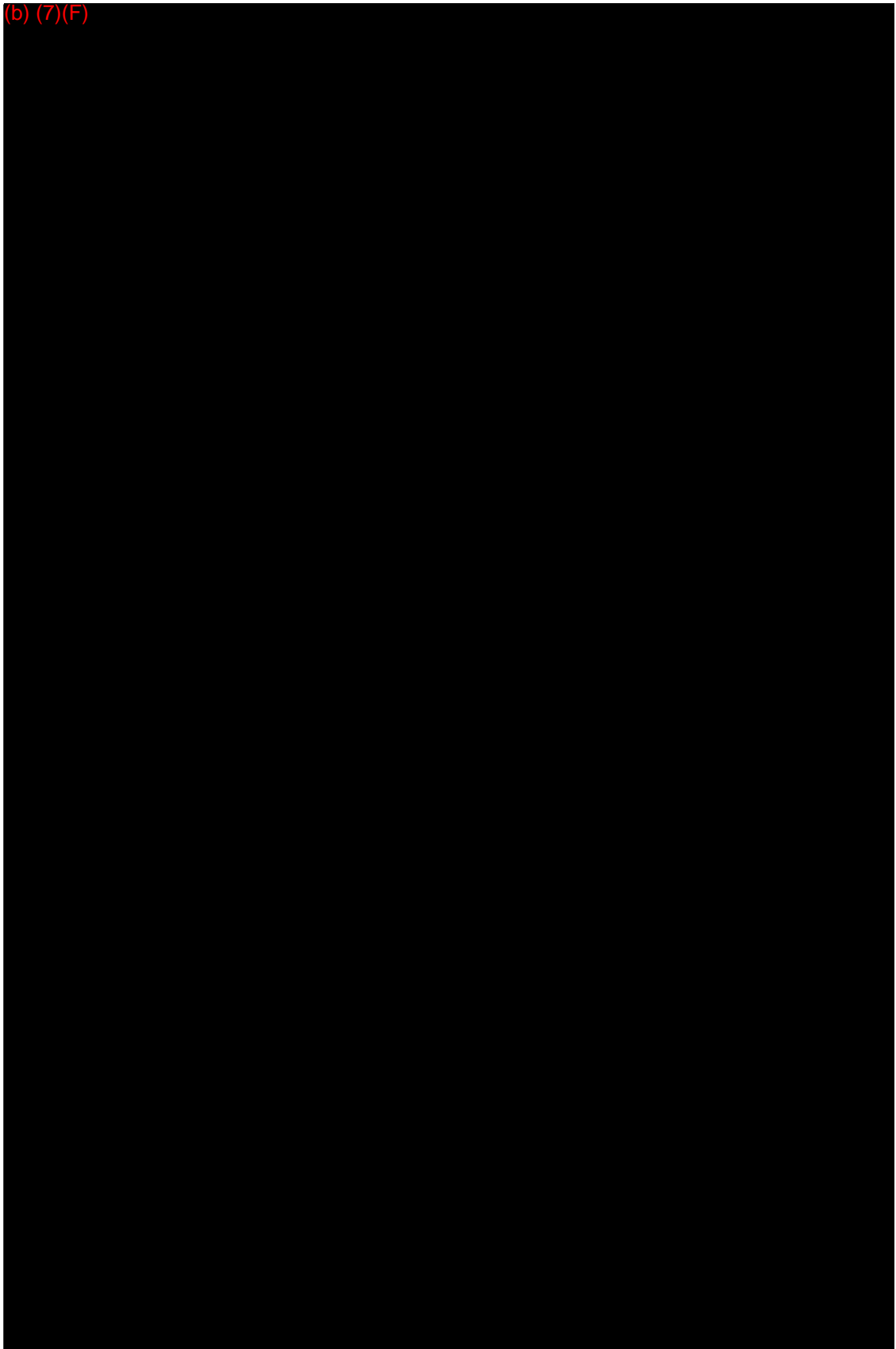


(b) (7)(F)





(b) (7)(F)



DRAFT SCHEDULE DATED 3-30-11

(b) (5)



**Exhibit B**

(b) (7)(F)



## **Exhibit C**

### **Document Security for Sensitive but Unclassified (SBU) building information**

Notice is hereby given that documents, drawings and other information as described on Exhibit B attached hereto are considered Sensitive But Unclassified building information ("SBU building information"). Licensee agrees that the SBU building information must be protected with access strictly controlled and limited to those individuals having a need to know such information. Those with a need to know may include State and local government entities, and nongovernment entities engaged in work pursuant to this License. Licensee also agrees that a copy of this Exhibit including the attached "Document Security Notice" must be provided to all recipients who must acknowledge receipt by executing the Document Security Notice. Copies of the executed Document Security Notice shall be provided to GSA within 30 days after termination of this License.

#### **Record keeping**

As consideration for this License, Licensee agrees that it shall maintain a list of the government entities and the firms to which SBU is disseminated pursuant to this License. This list must include at a minimum (1) the name of the State, or local government entity or firm to which SBU has been disseminated; (2) the name of the individual at the entity or firm who is responsible for protecting the SBU, with access strictly controlled and limited to those individuals having a need to know such information; (3) contact information for the named individual; and (4) a description of the SBU building information provided. Once the work permitted under this License is completed, Licensee must collect all lists maintained in accordance with this clause and submit them to GSA within 30 days after termination of this License.

#### **Destroying SBU building information**

Licensee agrees that all SBU building information must be destroyed such that the marked information is rendered unreadable and incapable of being restored, or returned to GSA, when no longer needed. If SBU building information is not returned to the GSA, examples of acceptable destruction methods for SBU building information are burning or shredding hardcopy; physically destroying portable electronic storage devices such as CDs, DVDs, and USB drives; deleting and removing files from electronic recycling bins; and removing material from computer hard drives using a permanent-erase utility such as bit wiping software or disk crushers.

#### **Notice of disposal**

Licensee must notify the GSA, in writing within 30 days after expiration of the License, that all SBU building information has been destroyed, or returned to the GSA, by Licensee in accordance with this clause.

## **Exhibit D**

### **DOCUMENT SECURITY NOTICE**

**This License includes Sensitive But Unclassified (SBU) building information. SBU documents provided under this License are intended for use by authorized users only. In support of this requirement, GSA requires recipients to exercise reasonable care when handling documents relating to SBU building information.**

#### **REASONABLE CARE:**

**1. Limiting dissemination to authorized users.** Dissemination of information shall only be made upon determination that the recipient is authorized to receive it. The criterion to determine authorization is need-to-know. Those with a need-to-know are those who are specifically granted access for the conduct of business pursuant to this License. This includes all persons or firms necessary to do work at the request of CalTrans, such as architects and engineers, consultants, contractors, sub-contractors, suppliers, and others that CalTrans deems necessary in order to submit an offer/bid or to complete the work or contract.

**Note: It is the responsibility of the person or firm disseminating the information to assure that the recipient is an authorized user and to keep records of recipients.**

Authorized users shall provide identification as set forth below:

Valid identification for non-Government users. Authorized non-Government users shall provide valid identification to receive SBU building information. The identification shall be presented and verified for each dissemination. Valid identification shall be all items (a) through (c), below, and including item (d), as necessary:

(a) **A copy of a valid business license or other documentation granted by the state or local jurisdiction to conduct business.** The license at a minimum shall provide the name, address, phone number of the company, state of incorporation, and the name of the individual legally authorized to act for the company. The business must be of the type required to do the work. A general contractor's license may be substituted for the business license in states that issue such licenses. In the rare cases where a business license is not available from the jurisdiction, the information shall be provided and testified to by the submitter; **and**

(b) **Verification of a valid DUNS Number** against the company name listed on the business license or certification. Verification may be obtained through <http://www.fpsc.gov>, or by calling Dun & Bradstreet at 703-807-5078 to set up an account; **and**

(c) **A Valid IRS Tax ID Number** of the company requesting the information; **and, as necessary**

(d) **A Valid picture state driver's license** shall be required of person(s) picking up SBU documents. Phone verification must be made to a previously validated authorized user that the individual(s) picking up the documentation is authorized to do so by the company obtaining the documents. SBU documents will not be released to any individual or firm who has not, either previously or at the time of pickup, supplied the required documentation as outlined in paragraphs (a) through (c), above.

**2. Retaining and destroying documents.** The efforts required above shall continue throughout the entire term of the License, contract(s) for the geotechnical investigation conducted pursuant to the License and for whatever specific time thereafter as may be necessary. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CD's, deleting and removing files from the electronic recycling bins and removing material from computer hard drives using a permanent erase utility or similar software.

**3. Term of Effectiveness.** The efforts required above shall continue throughout the entire term of the License, contract(s) for the geotechnical investigation and for what specific time thereafter as may be necessary, as determined by the Government. Necessary record copies for legal purposes (such as those retained by the architect, engineer, or contractor) must be safeguarded against unauthorized use for the term of retention.

**4. Written agreement of disposal.** For all contracts using SBU building information, the contractor shall provide a written statement that he and his subcontractors have properly disposed of the SBU building documents. Documents no longer needed shall be destroyed (such as after contract award, after completion of any appeals process or completion of the work). Destruction shall be done by burning or shredding hardcopy, and/or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

The recipient acknowledges the requirement to use **reasonable care**, as outlined above, to safeguard the documents and, if not awarded, the contract (and at the completion of any protest/appeal process) will make every reasonable and prudent effort to destroy or render useless all SBU information received during the solicitation.

**I agree that I will abide by this agreement and will only disseminate Sensitive But Unclassified (SBU) building information to other authorized users under the conditions set forth above.**

Signature

(b) (6)

Title:

*Executive Office Highway Project Management*

Date:

*6/1/11*

Copy of business license attached

DUNS Number: \_\_\_\_\_

Verified: Yes No

IRS Tax ID Number \_\_\_\_\_



U.S. Department  
of Transportation  
**Federal Highway  
Administration**

**Federal Highway Administration  
California Division**

December 2, 2010

650 Capitol Mall, Suite 4-100  
Sacramento CA 95814  
(916) 498-5001  
(916) 498-5008 fax

In Reply Refer To:  
414  
HDA-CA

Mr. Jeffery E. Neeley  
Regional Commissioner, Public Building Service  
U.S. General Services Administration  
450 Golden Gate Avenue  
San Francisco, CA 94102

Dear Mr. Neeley:

SUBJECT: Request for Letter of Consent – I- 405 Sepulveda Pass Widening in Los Angeles County, California.

We have received an application from the California Department of Transportation (Caltrans) for a request to transfer federal lands, located at I- 405 and Wilshire Boulevard. We provided an advance copy of Caltrans' application letter to your Los Angeles office on October 25, 2010. This request is authorized by 23 USC Section 317 and 107 (d) and is known as a Federal Lands Transfer. The purpose of this request is to facilitate widening of approximately 10-mile stretch of I-405 between the I-10 and US-101 through the Sepulveda Pass in order to add an additional high occupancy vehicle (also known as "HOV") lane in the northbound direction.

In order to complete the project, the State will require permanent and temporary easements in the following Parcels. Parcel 79959-1: Highway Easement 21,247 square feet; Parcel 79959-2: Aerial Easement 1.14 acres; Parcel 79959-3: Temporary Construction Easement (TCE) 38,033 square feet; Parcel 79959-4: (TCE) 1,370 square feet; Parcel 79959-5: (TCE), 8,525 square feet; Parcel 79959-6: (TCE), 735 square feet; Parcel 79959-7: (TCE), 4004 square feet. We understand there will be impacts to the General Service Administration's facilities as a result of the project. It is our expectation that the project will include appropriate mitigation for these impacts.

In accordance with the Federal statutes noted above, our agency has reviewed this request for a transfer and finds it is reasonable and necessary for preserving the operational integrity of the Interstate Highway System in the Los Angeles area. Enclosed for your action is the appropriate map showing the required areas and a copy of the proposed DOT Easement Deed. The final environmental document for the project is available at <http://www.dot.ca.gov/dist07/resources/envdocs/alldocs.php> (Dates: 2008-02-20,





2008-04-01, and 2008-04-04).

We understand that you desire additional discussions or negotiation on this matter. However, as the project is currently under construction, we ask for immediate right-of-entry for Caltrans and the Los Angeles County Metropolitan Transportation Authority and their design-build contractor to perform subsurface investigations, other work necessary to complete the design of the freeway ramps in this area, and utility relocations.

If your agency is in agreement with this request for transfer, we ask that a letter of Consent be issued, stating the stipulations.

If you have any questions, please contact Eric Worrell at (916) 498-5098 or Lynn Whitford at (916) 498-5888.

Sincerely,

(b) (6)

A large black rectangular redaction box covers the signature area. The text "(b) (6)" is printed in red to the left of the box.

Walter C. Waidelich, Jr.  
Division Administrator

Enclosure

**TITLE 40 - PUBLIC BUILDINGS, PROPERTY, AND WORKS**  
**SUBTITLE I - FEDERAL PROPERTY AND ADMINISTRATIVE SERVICES**  
**CHAPTER 13 - PUBLIC PROPERTY**

**§ 1314. Easements**

(a) **Definitions.**— In this section—

(1) **Executive agency.**— The term “executive agency” means an executive department or independent establishment in the executive branch of the Federal Government, including a wholly owned Government corporation.

(2) **Real property of the government.**— The term “real property of the Government” excludes—

(A) public land (including minerals, vegetative, and other resources) in the United States, including—

(i) land reserved or dedicated for national forest purposes;

(ii) land the Secretary of the Interior administers or supervises in accordance with the Act of August 25, 1916 (16 U.S.C. 1, 2, 3, 4) (known as the National Park Service Organic Act);

(iii) Indian-owned trust and restricted land; and

(iv) land the Government acquires primarily for fish and wildlife conservation purposes and the Secretary administers;

(B) land withdrawn from the public domain primarily under the jurisdiction of the Secretary; and

(C) land acquired for national forest purposes.

(3) **State.**— The term “State” means a State of the United States, the District of Columbia, Puerto Rico, and the territories and possessions of the United States.

(b) **Grant of Easement.**— When a State, a political subdivision or agency of a State, or a person applies for the grant of an easement in, over, or on real property of the Government, the executive agency having control of the real property may grant to the applicant, on behalf of the Government, an easement that the head of the agency decides will not be adverse to the interests of the Government, subject to reservations, exceptions, limitations, benefits, burdens, terms, or conditions that the head of the agency considers necessary to protect the interests of the Government. The grant may be made without consideration, or with monetary or other consideration, including an interest in real property.

(c) **Relinquishment of Legislative Jurisdiction.**— In connection with the grant of an easement, the executive agency concerned may relinquish to the State in which the real property is located legislative jurisdiction that the executive agency considers necessary or desirable. Relinquishment of legislative jurisdiction may be accomplished by filing with the chief executive officer of the State a notice of relinquishment to take effect upon acceptance or by proceeding in the manner that the laws applicable to the State may provide.

(d) **Termination of Easement.**—

(1) **When termination occurs.**— The instrument granting the easement may provide for termination of any part of the easement if there has been—

(A) a failure to comply with a term or condition of the grant;

(B) a nonuse of the easement for a consecutive 2-year period for the purpose for which granted; or

(C) an abandonment of the easement.

(2) **Notice required.**— If a termination provision is included, it shall require that written notice of the termination be given to the grantee, or its successors or assigns.

(3) **Effective date.**— The termination is effective as of the date of the notice.

**(e) Additional Easement Authority.**— The authority conferred by this section is in addition to, and shall not affect or be subject to, any other law under which an executive agency may grant easements.

**(f) Limitation on Issuance of Rights of Way.**— Rights of way over, under, and through public lands and lands in the National Forest System may not be granted under this section.

(Pub. L. 107–217, Aug. 21, 2002, 116 Stat. 1139.)

### Historical and Revision Notes

Revised Section	Source (U.S. Code)	Source (Statutes at Large)
1314(a)	40:319c.	Pub. L. 87–852, Oct. 23, 1962, 76 Stat. 1129.
1314(b)	40:319 (1st, 2d sentences).	
1314(c)	40:319 (3d, last sentences).	
1314(d)	40:319a.	
1314(e)	40:319b.	
1314(f)	40:319 note, 319a note, 319b note, 319c note.	Pub. L. 94–579, title VII, § 706(a) (related to the Act of Oct. 23, 1962 (Pub. L. 87–852, 76 Stat. 1129)), Oct. 21, 1976, 90 Stat. 2793.

In subsection (a), the text of 40:319c(c) is omitted because of 1:1. In clause (3), the words “territories and” are added for consistency in the revised title and with other titles of the United States Code.

In subsection (b), the words “for a right-of-way or other purpose” are omitted as unnecessary.

In subsection (c), the words “affected” and “concerned” before “a notice” are omitted as unnecessary. The words “chief executive officer” are substituted for “Governor” for clarity.

### References in Text

The National Park Service Organic Act, referred to in subsec. (a)(2)(A)(ii), is act Aug. 25, 1916, ch. 408, 39 Stat. 35, as amended, which is classified generally to sections 1, 2, 3, and 4 of Title 16, Conservation. For complete classification of this Act to the Code, see Short Title note set out under section 1 of Title 16 and Tables.



Rebecca Martinez (9P3PSLC) <rebecca.martinez@gsa.gov>

---

## Progress to Date of Potholes

6 messages

---

**Jared.Singer** <Jared.Singer@kiewit.com>

**Thu, Sep 15, 2011 at 12:23 AM**

To: "rebecca.martinez@gsa.gov" <rebecca.martinez@gsa.gov>

Cc: "Tyson.Burk" <Tyson.Burk@kiewit.com>, "Dennis.Walters" <Dennis.Walters@kiewit.com>, Terry Martinez <terry\_martinez@dot.ca.gov>

Rebecca,

You asked for something showing significant completion of potholes. Please see attached. This aerial view shows the potholes the utilities group has completed to date and the potholes yet to be completed.

This aerial view more accurately represents an amount of potholes completed than a schedule would.

Please notice that the # of unknown utilities that GPR picked up was significant and we will require 16 potholes to complete. I will forward the submittal to complete these potholes as soon as I have completed it. Thank you.



**Kiewit**  
Infrastructure Group

**Jared Singer**

Field Engineer, I-405 Sepulveda Pass Widening Project

KIEWIT INFRASTRUCTURE WEST CO.

6060 Center Drive, Suite 200 Los Angeles CA 90045

O: [310\) 846-2400 ext. 2419](tel:3108462400)

C

(b) (6)

[Jared.Singer@Kiewit.com](mailto:Jared.Singer@Kiewit.com)

**Progress to Date of Potholes 9-14-11.pdf**

624K

**Rebecca Martinez (9P3PSLC) <rebecca.martinez@gsa.gov>****Mon, Sep 19, 2011 at 4:02 PM**

To: Dana Macfarlane &lt;dana.macfarlane@gsa.gov&gt;

FYI, I dont think you received this...

[Quoted text hidden]

--

Thank You,

Rebecca Martinez  
Project Manager  
GSA - Los Angeles Service Center  
[213-894-0315](tel:213-894-0315) (office)  
[213-894-6629](tel:213-894-6629) (fax)  
(b) (6) (cell)

**Progress to Date of Potholes 9-14-11.pdf**

624K

**Rebecca Martinez (9P3PSLC) <rebecca.martinez@gsa.gov>****Thu, Jan 19, 2012 at 8:41 PM**

To: Tyson Burk &lt;Tyson.Burk@kiewit.com&gt;

Cc: Terry Martinez &lt;terry\_martinez@dot.ca.gov&gt;, Dana Macfarlane &lt;dana.macfarlane@gsa.gov&gt;, Robert Doss &lt;robert.doss@apsicm.com&gt;

Tyson,

Is there a Final drawing that details All the completed potholes. Also, the report(s) on the GPR findings and the completed locations. As well as the Final utility drawing that locates/identifies all the utilities in the area of our projects.

Please provide.

Thank You,

Rebecca.

----- Forwarded message -----

From: **Jared.Singer** <[Jared.Singer@kiewit.com](mailto:Jared.Singer@kiewit.com)>

Date: Thu, Sep 15, 2011 at 12:23 AM

Subject: Progress to Date of Potholes

To: "rebecca.martinez@gsa.gov" <[rebecca.martinez@gsa.gov](mailto:rebecca.martinez@gsa.gov)>Cc: "Tyson.Burk" <[Tyson.Burk@kiewit.com](mailto:Tyson.Burk@kiewit.com)>, "Dennis.Walters" <[Dennis.Walters@kiewit.com](mailto:Dennis.Walters@kiewit.com)>, Terry Martinez <[terry\\_martinez@dot.ca.gov](mailto:terry_martinez@dot.ca.gov)>

[Quoted text hidden]

--

Thank You,

Rebecca Martinez

Project Manager  
GSA - Los Angeles Service Center  
213-894-0315 (office)  
213-894-6629 (fax)  
(b) (6) (cell)



Progress to Date of Potholes 9-14-11.pdf

624K

Tyson.Burk@kiewit.com <Tyson.Burk@kiewit.com>

Fri, Jan 20, 2012 at 5:15 AM

To: rebecca.martinez@gsa.gov

Cc: terry\_martinez@dot.ca.gov, dana.macfarlane@gsa.gov, robert.doss@apsicm.com

Tyson

What form would you like that in? Cad, PDF or DGN.

Thanks,

Tyson

**From:** Rebecca Martinez (9P3PSLC) [mailto:[rebecca.martinez@gsa.gov](mailto:rebecca.martinez@gsa.gov)]

**Sent:** Thursday, January 19, 2012 8:41 PM

**To:** Tyson.Burk

**Cc:** Terry Martinez; Dana Macfarlane; Robert Doss

**Subject:** Fwd: Progress to Date of Potholes

Tyson,

Is there a Final drawing that details All the completed potholes. Also, the report(s) on the GPR findings and the completed locations. As well as the Final utility drawing that locates/identifies all the utilities in the area of our projects.

Please provide.

Thank You,

Rebecca.

----- Forwarded message -----

From: **Jared.Singer** <[Jared.Singer@kiewit.com](mailto:Jared.Singer@kiewit.com)>

Date: Thu, Sep 15, 2011 at 12:23 AM

Subject: Progress to Date of Potholes

To: "[rebecca.martinez@gsa.gov](mailto:rebecca.martinez@gsa.gov)" <[rebecca.martinez@gsa.gov](mailto:rebecca.martinez@gsa.gov)>

Cc: "Tyson.Burk" <[Tyson.Burk@kiewit.com](mailto:Tyson.Burk@kiewit.com)>, "Dennis.Walters" <[Dennis.Walters@kiewit.com](mailto:Dennis.Walters@kiewit.com)>, Terry Martinez <[terry\\_martinez@dot.ca.gov](mailto:terry_martinez@dot.ca.gov)>

Rebecca,

You asked for something showing significant completion of potholes. Please see attached. This aerial view shows the potholes the utilities group has completed to date and the potholes yet to be completed.

This aerial view more accurately represents an amount of potholes completed than a schedule would.

Please notice that the # of unknown utilities that GPR picked up was significant and we will require 16 potholes to complete. I will forward the submittal to complete these potholes as soon as I have completed it. Thank you.

**Jared Singer**

Field Engineer, I-405 Sepulveda Pass Widening Project

KIEWIT INFRASTRUCTURE WEST CO.

6060 Center Drive, Suite 200 Los Angeles CA 90045

O:  [\(310\) 846-2400 ext. 2419](tel:(310)846-2400) C: (b) (6)

[Jared.Singer@Kiewit.com](mailto:Jared.Singer@Kiewit.com)

--

Thank You,

Rebecca Martinez



Project Manager  
GSA - Los Angeles Service Center  
[213-894-0315](tel:213-894-0315) (office)  
[213-894-6629](tel:213-894-6629) (fax)  
(b) (6) (cell)

---

**Rebecca Martinez (9P3PSLC) <rebecca.martinez@gsa.gov>**

**Tue, Jan 24, 2012 at 8:17 AM**

To: Tyson.Burk@kiewit.com

Cc: terry\_martinez@dot.ca.gov, dana.macfarlane@gsa.gov, robert.doss@apsicm.com

Good Morning Tyson,

PDF and CAD

Thank You,  
Rebecca.

[Quoted text hidden]

---

**Tyson.Burk@kiewit.com <Tyson.Burk@kiewit.com>**

**Thu, Jan 26, 2012 at 2:19 PM**

To: robert.doss@apsicm.com, rebecca.martinez@gsa.gov, (b) (7)(C)

Cc: dana.macfarlane@gsa.gov, terry\_martinez@dot.ca.gov

Bob,

Attached is the Pothole data in CAD format.

Thanks,

Tyson



**45710-S-UT-EXH003\_Area3B\_GSAPH.dgn**  
353K



Rebecca Martinez (9P3PSLC) <rebecca.martinez@gsa.gov>

---

## GSA Potholes

1 message

---

**Tyson.Burk@kiewit.com** <Tyson.Burk@kiewit.com>

To: robert.doss@apsicm.com, rebecca.martinez@gsa.gov,

Cc: terry\_martinez@dot.ca.gov, Bruce.Hesse@kiewit.com

(b)(6) (b)(7)(C)

hu, Jan 26, 2012 at 7:14 AM

dana.macfarlane@gsa.gov

Robert,

Attached are the locations of the potholes Kiewit preformed on the GSA property. Also marked are all the lines we were able to identify on the GSA property. The CAD file will follow. Let me know if you have any questions.

Thanks,

Tyson



**20120126\_Area3B\_GSAPH.pdf**

965K



"Shuda, Kasey"  
<ShudaK@metro.net>  
03/21/2011 05:06 PM

To "rebecca.martinez@gsa.gov" <rebecca.martinez@gsa.gov>  
cc  
bcc  
Subject SCE line reenergized

History: This message has been replied to.

Hi Rebecca,

On Friday, March 18, 2011 at 9:00am we received word from SCE that the 110kv line was back to normal. We will be coordinating with SCE to provide sufficient notification to you when this line needs to be worked on in the future, or any time SCE needs to work on GSA property.

Thank you,

Kasey Shuda  
I-405 Sepulveda Pass Improvements Project  
Metro Community Relations, Wilshire Segment  
6060 Center Drive, 2nd Floor  
Los Angeles, CA 90045

(310) 846-3563  
[shudak@metro.net](mailto:shudak@metro.net)

[www.metro.net/I-405](http://www.metro.net/I-405)  
<http://twitter.com/I-405>  
[www.facebook.com/405project](http://www.facebook.com/405project)

*I-405 Project Hotline 213-922-3665*

# Construction Notice

---

ATTENTION COMMUTERS, RESIDENTS AND BUSINESSES IN THE VICINITY OF THE SAN DIEGO FREEWAY (I-405) AND WILSHIRE BL

The Contractor will begin placing k-rail and installing temporary lighting and signals at Wilshire Bl and Sepulveda Bl on Friday, April 8, 2011 for 12 hours. During this period all traffic signals at the intersection of Wilshire and Sepulveda will be turned off and traffic control officers will be directing traffic. Once complete, Wilshire Bl will be reduced by one center lane in each direction. All turn lanes will remain. This reduced traffic configuration is anticipated to be in place for one year.

**What:** Installing k-rail and temporary lighting and traffic signals.

**When:** Closures and work will begin at 10pm on Friday, April 8<sup>th</sup> and will continue until noon on Saturday, April 9, 2011.

**Where:** Wilshire Bl at Sepulveda Bl

**What to Expect:**

- Two lane closure on EB Wilshire from Bonsall to Veteran from 10pm to noon.
- Two lane closure on WB Wilshire from Veteran to Bonsall from 10pm to noon.
- Sepulveda Bl will be reduced to one lane in each direction from Constitution to Ohio.
- Eastbound Wilshire sidewalk will be closed. Pedestrians will be detoured to the westbound Wilshire sidewalk.
- Please share the road with cyclists. "Give Me 3" requires drivers allow three feet when passing bicycles. Be especially cautious in construction zones.
- Emergency vehicle access will be maintained.
- Work is weather permitting and subject to change.
- Visit our website for the latest project updates, [www.metro.net/I-405](http://www.metro.net/I-405).

---

To request further information through an assistive listening device, please call 1.800.252.9040.

Please note that construction is a dynamic process and subject to change without notice.

*Thank you for your patience and cooperation.*

For the latest road closure information, visit [metro.net/405](http://metro.net/405).

For more information, call the Community Relations Construction Impact Team at 213.922.3665.



**Metro**





# Kiewit

## Incident Alert (Subcontractor Utility Strike)

**Date and Time:** 4/16/14, 7:30 am

**District Name:** So-Cal

**Description:**

**Project Name:** I405 Widening project

While hand digging to tunnel under a 2" irrigation line the foreman contacted the 2" line with a shovel. This impact caused a small crack in the 2" irrigation line that was under pressure. The pressure caused the line to split flooding the trench which then over flowed into the parking lot. The line was known, 24" deep, and exposed before tunneling under.

**Contributing Factors**

- Hard soil around existing 2" irrigation line required extra force to be applied while hand digging
- Existing 2" irrigation line was old and brittle
- Didn't realize the amount of pressure in the existing 2" irrigation line
- Foreman was working instead of observing

**Corrective Measures:**

- Reviewed the incident with the crew
- Will use roto-hammer with a chisel when hard soil is encountered to reduce force required
- The foreman will identify the irrigation valve location before proceeding for faster response time



## Reconstruction Photos



## PLEASE CHECK ALL THAT APPLY

Cause of Injury: ☐ *Debris in Eye* ☐ *Electrical* ☐ *Ergonomic* ☐ *Fall* ☐ *Lifting/Carrying*  
☐ *Miscellaneous* ☐ *Pinchpoints* ☐ *Slip/Trip* ☐ *Struck By or On*  
☐ *Using Tools*

Type of Injury: ☐ *Burn* ☐ *Eye Injury* ☐ *Fracture* ☐ *Laceration*  
☐ *Miscellaneous* ☐ *Puncture/Abrasion* ☐ *Sprain/Strain*

Craft Type: ☐ *Carpenter* ☒ *Foreman* ☐ *Ironworker* ☒ *Laborer*  
☐ *Mechanic* ☐ *Operator* ☐ *Pipe Fitter* ☐ *Electrician*  
☐ *Other (please specify):* *Superintendent*

Market Segment: ☐ *Buildings* ☐ *Heavy Civil* ☐ *Power* ☐ *Mining* ☒ *Transportation*  
☐ *Oil, Gas, Chemical* ☐ *Water/Waste Water* ☐ *Other (please specify):*

## MASTER PRECAUTION CHECKLIST (PLEASE CHECK ALL THAT APPLY)

People's Positions: ☐ *Over Exertion* ☐ *Line of Fire* ☐ *Over Reaching* ☐ *Repetition*

Attention to Work: ☒ *Eyes on Task* ☐ *Mind on Task* ☒ *Pace* ☒ *Aware of Surroundings*

Communication: ☐ *Recognize Changes* ☒ *JHA* ☒ *Plan* ☐ *Task Coordination*

Using PPE: ☒ *Good Condition* ☒ *In Use* ☐ *Right Type*

Executing Work: ☒ *Select Right Tool* ☒ *Follow Policies* ☐ *Work Safely* ☐ *Use Correct Access*  
☒ *Use Tool Properly* ☐ *Verify Tool is in Good Condition*

Working Conditions: ☐ *Guards & Barriers* ☐ *Clean/Clear of Clutter* ☐ *Footing*  
☐ *Work Plan Design* ☐ *Ambient Conditions* ☐ *Tools/Equipment Are Put Away*

Other: ☐ *Rework* ☐ *Employee Medical Event* ☐ *Other (please specify):*

